DECISIONS AND ORDERS

OF THE

NATIONAL LABOR RELATIONS BOARD

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In the Matter of BIBB MANUFACTURING COMPANY *and* TEXTILE WORKERS UNION OF AMERICA, C. I. O.

In the Matter of BIBB MANUFACTURING COMPANY *and* TEXTILE WORKERS UNION OF AMERICA, C. I. O.

Cases Nos. 10-C-1995 and 10-C-2015, respectively.—Decided March 24, 1949

DECISION

AND

ORDER

On August 29, 1947, Trial Examiner Thomas S. Wilson issued his Intermediate Report in the above-entitled proceeding, finding that the Respondent had engaged and was engaging in certain unfair labor practices and recommending that it cease and desist therefrom and take certain affirmative action, as set forth in the copy of the Intermediate Report attached hereto.[1] Thereafter the Respondent filed exceptions to the Intermediate Report, and a supporting brief. The Respondent's request for oral argument is hereby denied,[2] inasmuch as the record and brief, in our opinion, adequately present the issues and the positions of the parties.

Before the hearing, the Respondent filed a motion to dismiss the complaint insofar as it alleged the discriminatory discharge of East, Braddy, Cochran, Watson, and Fred Jones, on the ground that the Respondent was not notified of the pendency of charges against these individuals prior to the issuance of the complaint and was therefore denied, among other things, an opportunity for informal settlement of the pending charges before the issuance of the complaint, as provided in the Administrative Procedure Act,[3] and the Rules and Regu-

[1] The provisions of Section 8 (1) and (3) of the National Labor Relations Act, which the Trial Examiner found were violated, are continued in Section 8 (a) (1) and (a) (3) of the Act, as amended by the Labor Management Relations Act, 1947.

[2] Pursuant to the provisions of Section 3 (b) of the National Labor Relations Act, the Board has delegated its powers in connection with this proceeding to a three-man panel consisting of the undersigned Board Members [Chairman Herzog and Members Reynolds and Gray].

[3] 5. U. S. C. Sec. 1001 *et seq;* section 1002 (b) provides in part that "The agency shall afford all interested parties opportunity for (1) the submission and consideration of facts, arguments, offers of settlement, or proposals of adjustment where time, the nature of the proceedings, and the public interest permit . . ."

lations of the Board.[4] At the hearing the Trial Examiner denied the motion, but offered the Respondent an opportunity for informal settlement before continuing the hearing. We hereby affirm the Trial Examiner's ruling. The Administrative Procedure Act states that at some unspecified time an opportunity for adjustment be afforded the parties, without any requirement that the opportunity be available before initiation of formal proceedings. Accordingly, the Trial Examiner's proffer of an opportunity for settlement, though coming after issuance of the complaint, satisfied the statutory requirement.[5] Moreover, we view the Trial Examiner's offer of an opportunity for settlement as correcting the failure of Board agents to comply strictly with the language of the Board's Rules and Regulations, and as affording to the Respondent ample protection consonant with that contemplated by the Rules and Regulations.

The Board has reviewed all other rulings of the Trial Examiner made at the hearing, and finds that no prejudicial error was committed. The rulings are hereby affirmed. We find nothing in the record to support the Respondent's charge that the Trial Examiner was biased against it. The Board has considered the Intermediate Report, the exceptions and brief, and the entire record in the case and hereby adopts the findings, conclusions, and recommendations of the Trial Examiner, insofar as they are consistent with this Decision and Order.

I. Interference, restraint, and coercion

(A) *The Trumpet*

The Respondent concedes that it subscribed to, and caused to be circulated among *all* its employees, a publication called "The Trumpet" to give them "another point of view." This frank admission and the entire record convinces us that the Respondent was using The Trumpet to counteract the organizing efforts of the Union. That the Respondent had the constitutional right to campaign against the Union by expressions of views and opinions, free of coercion and restraint, cannot be gainsaid. However, it is abundantly clear that at least some statements in The Trumpet were designed to defeat self-organization, not by appealing to the employees' sense of reason but by inciting physical violence, by threatening loss of employment, and by promises

[4] Sec. 203.51 of the National Labor Relations Board Rules and Regulations—Series 5, as amended, which is the same as Sec. 203.51 of Series 4, in effect at the time of the hearing in this matter.

[5] See "Attorney General's Manual on the Administrative Procedure Act," p. 48 (1947).

of benefits.[6] On their face such statements exceed the permissible bounds of free speech and, when made or utilized by an employer to defeat self-organization, constitute *per se* an unfair labor practice.

The Respondent seeks to escape responsibility for its action in causing the distribution of this publication to its employees on the ground that The Trumpet is an independent newspaper of general circulation and that therefore its distribution by the Respondent is privileged. We do not agree.

An examination of copies of The Trumpet convinces us that it is not a "newspaper" in the usual sense of the term. At all times material herein The Trumpet was directed particularly to textile mill employees,[7] containing little current news other than on labor developments. Its columns were in large measure consistently devoted to attacks against the Union's organizational activities among southern textile mills, including the Respondent's, and against the CIO of which the Union is an affiliate. In threatening the employees with loss of employment, the publication presumed to speak authoritatively for management. In our opinion, The Trumpet can hardly be viewed as more than an anti-CIO tract, with its coercive effectiveness dependent upon its reaching the textile mill workers. By increasing the number of its subscriptions to The Trumpet from 500 to 2,000, and having copies delivered to *all* its employees, the Respondent contributed to achieving this effectiveness and brought home to its employees the full

[6] For example, in the October 4, 1946, issue, The Trumpet personified the Union as a polecat and exhorted the use of violence against the Union by the following statement:

> Then another thing, if a pole cat comes into your house, or on the premises, you are not expected to speak gently, and attempt to persuade mildly the cat to "leave you alone," but the thing to do is to call the dogs, get your gun, and enlist the help of the neighbors, so that the little "respectable animal, if you leave him alone!!" will understand that you DON'T WANT him hanging around!

In the August 16, 1946, issue of The Trumpet, the following promise of benefit appears:

> Certainly, it may be true that the management (the manufacturers) are not perfect, maybe none of them have sprouted any wings, but it must be admitted that they have been the friend of the textile laborers, and have proven it, and they are at this very time prepared—IF THE CIO IS KEPT OUT OF THE SOUTH—to do more for their labor than they have ever been prepared to do before and they will do it.

An additional promise of benefit is contained in the October 18, 1946, issue:

> And, what is more, there is no doubt at all that the Southern Textile Management will do much better by the workers in the future than they have been able to do heretofore. However, let it be known here and now, that the CIO will have no part or lot in this improvement.

[7] The following is taken from The Trumpet, dated October 18, 1946:

> The CIO started out, in their "Great Southern Campaign" to organize the Textile people. . . . Some of us met them in the arena, and although we had only our "Sling and staff"—(The Trumpet)—and they had their millions, they said, but we held their feet to the fire, and they admitted, "If it had not been for that D—— Trumpet, and a few other foes, we would have organized the South already." . . .
>
> The Trumpet will continue to stand guard here in the South, and whether it be the CIO, the A. F. & L., some Independent Union, or what not, if the laboring people are threatened, and if we laboring people see that our rights are about to be taken, as the CIO intended to do, we will speak out in meetin', and war from the wall from "Where I sit."

impact of the views espoused by The Trumpet. In these circumstances and those set forth below and on the basis of the record as a whole, we are convinced that the Respondent intended to, and did, use The Trumpet as a coercive instrumentality for purposes of defeating self-organization among its employees.

Nor can the Respondent's utilization of this coercive publication be justified on the ground that it also subscribed to and distributed to its employees numerous other publications, including the Journal of Labor, a pro-union publication. On the contrary, the difference in the nature, and in the distribution, of The Trumpet and these other publications, further indicates the calculated purpose and effect of the Respondent's conduct. None of the publications in question, except The Trumpet, purported to speak for management on labor matters. Nor were any of the publications, other than The Trumpet, distributed to all rank and file employees. Thus, the Respondent purchased only 200 subscriptions to the Journal of Labor, copies of which were sent to the supervisory personnel but were available to rank and file employees only in various reading rooms on the Respondent's premises. In contrast, the Respondent purchased *2,000 subscriptions* to The Trumpet, supplied the publisher with the names and addresses of *all* its 8,000 employees, and directed that weekly copies of The Trumpet be mailed to all employees on a rotation basis so that each employee would receive at least 1 copy per month. Upon the record as a whole, giving due consideration to the fact (1) that The Trumpet was the only publication which espoused an irreconcilable conflict between the C. I. O. and management; (2) that a substantial sum of money was spent by the Respondent in increasing its subscriptions to The Trumpet; (3) that, shortly after the announcement that the Respondent's plant was a major objective in Union's "Operation Dixie," the Respondent augmented its distribution of The Trumpet so that all employees received copies at their homes; and (4) that the Respondent failed to disavow any statements contained in The Trumpet, we are convinced that the employees had reasonable cause to believe that the Respondent adopted and approved the coercive views contained in The Trumpet.

We accordingly find that the Respondent, by causing the distribution of The Trumpet to its employees, interfered with, restrained, and coerced them in violation of Section 8 (1) of the Act.[8]

(B) *The Porterdale police department*

The Trial Examiner found that the police officers and the police department of the town of Porterdale, Georgia, engaged in illegal

[8] See *Matter of Standard Knitting Mills, Inc.*, 48 N. L. R. B. 148, 149; cf. *Matter of Goodall Company*, 68 N. L. R. B. 252, 260.

surveillance of organizers of the Union and of the union activities of the Respondent's employees; that, while engaged in this surveillance, the police officers and the police department were acting as agents of the Respondent; and that the Respondent therefore interfered with, restrained, and coerced its employees in violation of the Act. The Respondent objects to these findings generally on the grounds that the surveillance was not illegal, and that the police officers and police department were not, in any event, its agents.

Normally the Porterdale police force consisted of the chief of police and four policemen. However, upon the advent of union organization in early July 1946, at the Respondent's Porterdale mills, the police force was augmented by the employment of two additional policemen. This 40 percent augmentation of the police force was utilized primarily in openly trailing the organizers of the Union in their every move within Porterdale, and in a few instances in following the Respondent's employees returning from union meetings.

Many reasons were proffered by the Respondent and also by the mayor of Porterdale, who gave testimony at the hearing, to justify the expansion of the Porterdale police force and the surveillance of the union organizers. In view of the fact that the mayor testified that he ordered the addition of the two policemen because of his knowledge of the union organizational campaign among the Respondent's employees and that he also ordered the surveillance and received frequent reports on its progress, and in view of the fact that the evidence in the record quite clearly shows, as noted by the Trial Examiner, the spuriousness of the alternative grounds asserted for the appointment of the extra policemen and their assignment to surveillance duties, we conclude, as did the Trial Examiner, that the expansion of the police department and the resultant surveillance were directly due to union activity alone and were designed to interfere with the employees' right to self-organization.

The surveillance activities of the police force had the necessary effect of intimidating the employees, and, as the record shows, curtailed the dissemination of union information. Whatever may be the Employer's privilege in instigating legitimate police activities, it is clear that an employer cannot utilize a police agency to engage in intimidatory trailing and surveillance where no legitimate police function is served thereby. Here there was no breach of the peace, actual or anticipated. To interfere with lawful and peaceful activities protected by the Act on the assumption that union activities are inherently dangerous to the peace of the community negates the principles upon which this Act rests. If "no clear and present danger of destruction of life or property, or invasion of the right of privacy,

or breach of the peace can be thought to be inherent in the activities of every person who approaches the premises of an employer and publicizes the facts of a labor dispute involving the latter," [9] then *a fortiori* no such danger can be thought to be inherent in the activities of a union representative who approaches an employee with the request that he join the union. It follows that the police activities, which, as found below, the Employer herein instigated, were not legitimate.[10]

We are cognizant that the Act was not designed to protect the rights of employees against wrongful municipal action. But when an employer is a party of such municipal action, which interferes with, restrains, and coerces his employees, his action falls within the interdiction of the Act. We are not persuaded by the Respondent's evidence that it was in no way connected with the wrongful police surveillance here in question. On the contrary, we are convinced by the record as a whole that the Respondent sought to, and did, use the police department as an instrumentality to impede self-organization of its employees.

The town of Porterdale was incorporated under the laws of Georgia a number of years ago. However, despite this act of incorporation, Porterdale remains in effect a "company town." [11] All its property, excepting a railroad right-of-way and churches which the Respondent donated to the various religious congregations, is owned by the Respondent. All of Porterdale's utilities and public services, excepting police protection and education, are controlled directly by the Respondent. The municipal officers of Porterdale, including the mayor, are, like most other Porterdale inhabitants, employees of the Respondent. By virtue of this dominant landlord-employer position, the Respondent effectively controls the civic life of Porterdale.[12] In this setting, the relationship between the Respondent and the police de- other ways subjected to the Respondent's control; [13] (2) the pattern of conduct.

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[9] *Thornhill* v. *Alabama*, 310 U. S. 88, 105.

[10] Cf. *Local 309, United Furniture Workers of America, CIO* v. *Gates, et al.*, 75 F. Supp. 620 (D. C. Ind.); and *Sellers* v. *Johnson*, 163 F. (2d) 877 (C. A. 8), cert. denied 332 U. S. 851.

[11] Cf. *N. L. R. B.* v. *Stowe Spinning Co.*, 336 U. S. 226.

[12] "The community where control may be exercised in the highest degree is the more isolated town with a single dominating industry. Everyone in town is dependent directly or indirectly on the one industry or even upon one factory for a livelihood. If the employing company owns the houses in which the people live, if it owns all the land, if in other words the town is a company town, the opportunity for interference in the lives and habits of the people is tremendously increased. In such a town the employees do not get away from company influence, as do workers in a city. When they quit for the night, they pass from the status of wage earner to that of tenant, the same person, natural or corporate, occupying alternately the position of landlord and that of employer. The wage earner is always on company property, whether at work, at home, on the street, or in the store; often even when he is at church." Fitch, *The Causes of Industrial Unrest*, New York 1924, pp. 186–7. See also Rhyne, *Some Southern Cotton Mill Workers and Their Villages*, Chapel Hill 1930.

The background evidence in this case shows a flagrant intervention by the Respondent in the affairs of the Porterdale police force in 1934, during the last attempt at intense organizational activity among the Respondent's Porterdale employees and during the occasion of a strike among such employees. Board witness Reynolds credibly testified without contradiction that at that time, at the request of Respondent's officials, he left his job at one of the Respondent's Porterdale mills, reported to the mayor of Porterdale who swore him in as an armed member of the Porterdale police force, and reported back to the Respondent's general overseer from whom for a period of 2 months he received instructions as to the performance of his police functions aimed at breaking up the existing strike. It should be noted that the policemen who were added to the police force in 1946 also worked for the Respondent immediately before joining the police department; it should also be noted that in 1934, as well as in 1946, the time of the alleged unfair labor practices herein, Will Ivey was mayor of Porterdale.

The record also shows that the Respondent habitually used the facilities of the Porterdale police department to serve eviction notices on employees, obviously a non-police service beneficial to the Respondent. As detailed in the Intermediate Report, a principal actor in this respect was the Respondent's house agent, Will Ivey, the same man who served as mayor of Porterdale and who, in the latter capacity, had complete authority over the police department. So far as the record shows, no person other than the Respondent was in a position to or did use the police department in such a manner.

Finally, there is evidence of a close nexus between the Respondent and the police department with respect to the surveillance here in question. As set forth in the Intermediate Report, Snow, the Respondent's Porterdale plant superintendent, was publicly observed on several occasions in an official Porterdale police car in the company of police officers who were cruising the public streets for the purpose of observing union activities. We are not persuaded by Snow's denial that he personally was not engaging in surveillance or that he was unaware that the police officers were engaging in such activity at that time, in view of his frank admission that it was common knowledge among the residents of Porterdale that the police were trailing union organizers. We are convinced that the Respondent, by this activity of Snow, utilized an instrumentality of the police arm of the municipality of Porterdale to engage in the surveillance of union activity in violation of Section 8 (1) of the Act. We further find, as did the Trial Examiner, that by Snow's association with the police officers on a mission of surveillance, the Respondent made it reason-

ably clear to the employees that this illegal police activity was for and on its behalf.

In view of (1) the Respondent's dominant economic position in Porterdale whereby it is in a position to enforce its will in civic matters by mere suggestion to Porterdale governmental officials, none of whom are remunerated for their public service and all of whom are not only economically dependent upon the Respondent but are in other ways subjected to the Respondent's control;[13] (2) the pattern of relationship between the Respondent and the police department; (3) the unwarranted exercise of police power on the occasions here in question; and (4) Snow's participation with police officers on a mission of surveillance, we find that Will Ivey, in ordering the Porterdale police department to engage in surveillance of union activity, acted at the behest of the Respondent and in furtherance of its purpose to defeat self-organization among its employees.

Upon the basis of the foregoing and the record as a whole, we find that the Respondent caused the surveillance of union activity by the police department, thereby violating Section 8 (1) of the Act.[14] It should be noted that our Order herein does not purport to restrict the Porterdale police department in the exercise of its legitimate functions but is designed only to prohibit the Respondent from subverting the municipal police power for its own unlawful purposes.[15]

(C) *At Macon*

(1) The Trial Examiner found that the Respondent violated the Act by reason of the action of Bob Hood, a white gateman in the Respondent's employ, in reading an anti-union poem to a small group of the Respondent's Negro employees at a picnic restricted to Negro rank and file employees.[16] We do not agree. Contrary to the Trial Examiner, we do not believe that Hood's mere presence at the picnic

[13] "We mention nothing new when we notice that union organization in a company town must depend, even more than usual, on a hands-off attitude on the part of management." *N. L. R. B.* v. *Stowe Spinning Co., supra.*

In such a community the employer "controls the job and the political machinery; he dominates the school . . . the local business and professional men" and the "employees' freedom is limited to activities which do not tend to weaken the employer's control." *Encyclopedia of the Social Sciences, Company Town* (1935) Vol. IV, pp. 122–123.

Reports of LaFollette Civil Liberties Committee, S. Rep. No. 151, 77th Cong., 1st Sess.; S. Rep. No. 573, 74th Cong.; 1st Sess.; H. Rep. No. 1147, 74th Cong., 1st Sess.; S. Rep. No. 46, 75th Cong., 2nd Sess.

[14] *Matter of Revlon Products Corporation,* 48 N. L. R. B. 1202, 1203; and *Matter of Chicago Casket Company,* 21 N. L. R. B. 235, 245.

[15] See, e. g., *Matter of Ford Motor Company,* 31 N. L. R. B. 994, 1062.

[16] From the Intermediate Report it would appear that the poem had previously appeared in The Trumpet and that Hood was therefore recalling to the employees something which the Respondent had originally placed before its employees. However, the record shows that the poem appeared in The Trumpet some 3 months after Hood read it at the picnic.

created the presumption that he was an officer of the Respondent. In any event, the poem, though anti-union, is protected free speech.

(2) We agree with the Trial Examiner that the Respondent is responsible for the anti-union activities of Herman Lavender which, as found by the Trial Examiner, interfered with, restrained, and coerced the Respondent's employees in violation of Section 8 (1) of the Act.

(3) Contrary to the Trial Examiner, we find the evidence insufficient to charge the Respondent for the anti-union activity of "Lonnie" Waller, a non-supervisory employee.

(4) The Trial Examiner found that Foreman Kite's statements to employee Mercer on or about June 1, 1946, were violative of Section 8 (1) of the Act. In the absence of any exception to this finding of the Trial Examiner, it is hereby adopted without comment.

II. The discharges

(A) *At Porterdale*

(1) *Eugene Watson:* Watson worked for the Respondent off and on since 1939, his most recent employment being as a card grinder. Watson joined the Union on July 10, 1946. On August 2, 1946, Watson was discharged by the Respondent. Although the record discloses, as noted in the Intermediate Report, that Watson was not a satisfactory card grinder, the Trial Examiner nevertheless found that his discharge violated the Act in view of the Respondent's clearly discriminatory attitude toward Watson beginning at the time that the Union actively opened its campaign for members. However, there is no evidence in the record of any discriminatory treatment of Watson antedating his discharge. The evidence relied upon by the Trial Examiner in support of his finding relates to events transpiring after the date of Watson's discharge. We attach little probative weight to this evidence as it is for the most part related to the actions and statements of third parties, for which there is insufficient evidence to hold the Respondent responsible. Accordingly, we do not adopt the Trial Examiner's finding that Watson was discriminatorily discharged and shall dismiss the complaint as to him.

(2) *Fred Jones:* Fred Jones was first employed by the Respondent in 1939; he was reinstated to his former job as yarn boy and oiler in March of 1946, shortly after his discharge from the Army. He joined the Union on August 1, 1946. One day, late in September 1946, a union organizer dined at his home. On the following day, Overseer Parker quizzed Jones about the incident. Aside from the foregoing, there is no evidence in the record relating to union activity on the part of Fred Jones.

On November 22, 1946, Fred Jones was discharged by Overseer Parker allegedly for failure properly to mark yarn tags. The Trial Examiner, however, found that Fred Jones was discharged in order to discourage membership in the Union. The Trial Examiner in making this finding placed particular emphasis upon the inability of the Respondent at the hearing to prove unequivocally that Fred Jones had in fact been remiss in failing to mark the yarn tags properly. It is true that this may have some significance; but we do not, under the circumstances of this case, deem it controlling. While the Respondent's evidence falls short of positive proof, by the same token the evidence in the record does not disprove the Respondent's allegation of inefficiency. Indeed, Jones testified that he may have made the omissions alleged. This being so, we believe to support a finding of discrimination the record must establish that the Respondent intended to rid itself of the services of Fred Jones because of his union activity. As indicated above, Fred Jones was not an active union member; he had not been threatened by the Respondent because of his union membership; and the record does not establish that the Respondent's Porterdale management undertook to discharge union members to discourage membership in the Union. Accordingly, we find that Fred Jones was discharged for cause.[17]

(3) *Billy Jones:* The Trial Examiner's finding that Billy Jones was discriminatorily denied reinstatement is based in part upon a finding that there was an available position in the packing room at the time Billy Jones applied for reinstatement. The record further shows, however, that that vacancy was filled by a transferree from another department in the mill. Under all the circumstances we are not satisfied that Billy Jones was unlawfully discriminated against and shall dismiss the complaint as to him.

(B) *At Macon*

(1) *John R. Tapley:* Tapley entered the Respondent's employ about February 1, 1942. He was discharged on June 22, 1946. About June 15, 1946, Tapley, in a conversation with Overseer Horton, expressed his approval of the Union. On June 18, Tapley joined the Union. On the following day, within the view of Assistant Superintendent Lavender, Tapley turned over to a union organizer application cards signed by other employees for membership in the Union.

According to Tapley's credited testimony, he had received many compliments from various overseers to the effect that his work was

[17] Billy Jones, brother of Fred Jones, testified that prior to Fred's discharge several female employees had been discharged for tag mistakes.

satisfactory until about a week before his discharge. During this latter period, which coincided exactly with Tapley's expression of union sympathies and with his union activities, this air of employer-employee congeniality was replaced by one of tension wherein Tapley was constantly harassed by overscrupulous inspection of his job by Superintendents Dudney and Lavender. Because of this change of attitude under the circumstances outlined, the Trial Examiner found that Tapley was discriminatorily discharged because of his union sentiments and activities. We agree. We find no merit in the Respondent's contention that Tapley was discharged for inefficiency, as the record does not show that Tapley's job was less efficiently handled at the time of his discharge than it was at other times during his employment tenure when he was considered a satisfactory employee.

(2) *Charles W. East and Ben F. Braddy:* The Trial Examiner found that East and Braddy were discharged on July 29 and 30, respectively, because of their membership in the Union, and not for breaking the creeling rule, as the Respondent contends. We agree.

Although East testified that on numerous occasions he had not observed the creeling rule, the record shows that others had likewise been lax in following the rule laid down by the Respondent. Except for the Respondent's action in discharging East and Braddy because of the July 29 infraction, there is no evidence of enforcement of the rule, either before or after that date, although the Respondent was often aware that the rule had been broken.[18]

We believe that the reason for the disparate application of the creeling rule becomes apparent upon consideration of testimony of Deason, not mentioned in the Intermediate Report. Deason, an employee of the Respondent's at the time of the discharges in question, testified that Foreman Mosely told him that four or five other employees would be discharged as was East and that East was discharged because of his union membership. Mosely did not specifically deny Deason's testimony, although he denied that he knew East was a member of the Union. However, East testified credibly that on or about July 1, he told Mosely that he was a union member.[19]

[18] We do not adopt the Trial Examiner's characterization of the Respondent's creeling rule that it was "made only to be broken"; nor do we adopt the Trial Examiner's finding that the Respondent, by promoting Smallwood to East's vacated job, displayed a disparate attitude between union and non-union employees, as there is no evidence to show whether or not Smallwood was a union member. Moreover, contrary to the Trial Examiner's finding, the record does not establish that Smallwood shared in the responsibility for breaking the creeling rule on July 29.

[19] East was an active union member having enrolled some 40 or 50 of the Respondent's employees as members of the Union. The Trial Examiner found, as the record discloses, that Braddy was a member of the Union.

Moreover, as the Trial Examiner in other respects credited Deason's testimony rather than Mosely's, we accept Deason's testimony as it relates to the discharges of East and Braddy. Accordingly, we find, as did the Trial Examiner, that East and Braddy were discharged in violation of the Act.

(3) *Howard R. Cochran*: The Trial Examiner concluded that on August 12, 1946, the Respondent through Overseer Morrow discharged Cochran because of his membership in, and activities on behalf of, the Union in violation of the Act. The Trial Examiner in reaching this conclusion dwells at length on Morrow's testimony concerning the events of the morning of August 12, detecting therein alleged inconsistencies and damaging admissions. Although we agree with the Trial Examiner's ultimate finding of discrimination, we reject his appraisal of Morrow's testimony as unwarranted and as unnecessarily complicating a rather simple set of facts.

Cochran was first employed by the Respondent in 1935. Since that time he had quit on two occasions, returning to the Respondent's employ again in March 1946. He joined the Union in June 1946, and became an active union organizer. Thereafter Morrow began complaining about Cochran's work. About August 4, 1946, Cochran started wearing a union button while at work. In the meantime Cochran was given less work, resulting in a substantial decrease in pay; at the same time, the complaints about his work increased.

On August 12, sometime after 8 a. m., Morrow ordered Cochran to get his job in shape. There is a conflict in the testimony of Cochran and Morrow as to whether the job at that time was in reprehensibly bad shape as stated by Morrow, or in reasonably good shape as contended by Cochran. In any event, a few minutes afterwards Rainey, who as section man was a minor supervisor, told Cochran that he was worried because the bosses were after him about Cochran and that Cochran had better stay on the job. Cochran assured Rainey that Rainey had no cause for worry as the bosses were in fact only intent on discharging him, Cochran. Cochran added that if at any time the bosses didn't like the way the job was being run, they could find him on the job, and could fire him if they liked. Rainey immediately reported the conversation to Morrow. Morrow promptly accosted Cochran; Cochran admitted that he had told Rainey that the bosses could fire him if they didn't like the way he was running the job. Morrow then replied "Let's go. I don't like the way you are running the job," without explaining what he didn't like about the way Cochran was running the job. Cochran was paid off and has not since worked for the Respondent.

In its brief, the Respondent states that Cochran was discharged "for failure to perform his job, for staying off his job, and for insubordination in the nature of insolence to his supervisor." The record does not support this contention; to the contrary, it indicates that Cochran was a satisfactory employee. Cochran after having twice quit, was twice able to return to the Respondent's employ without objection, the second time in March 1946, according to Cochran's credible testimony, at the Respondent's request. Morrow's testimony to the effect that Cochran's attitude was indifferent during his last employment is not persuasive for Morrow alluded solely to undefined conduct which allegedly occurred on unspecified dates.

On the other hand, as Cochran's union activity increased, the Respondent's hostility toward him appears to have increased correspondingly. The evidence does not show that Morrow's order to Cochran on the morning of August 12, which might be construed as a complaint, was responsible for Cochran's discharge. In the absence of more specificity of reason for the discharge, on the record as a whole we agree with the Trial Examiner that the alacrity with which Morrow seized upon Cochran's statement that the bosses could fire him indicated that Morrow had an ulterior motive for desiring to rid himself of Cochran's services. Like the Trial Examiner, we believe that the ulterior motive existed for the Respondent in Cochran's union activity and the wearing of his union button in the mill.

ORDER

Upon the entire record in the case, and pursuant to Section 10 (c) of the National Labor Relations Act, as amended, the National Labor Relations Board hereby orders that the Respondent, Bibb Manufacturing Company, Macon, Georgia, and its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Interfering with, restraining, or coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, by distributing, or causing to be distributed to them, any publication, including The Trumpet, which contains a threat of reprisal or force or promise of benefit;

(b) Engaging in surveillance of union organizers and of union activities of its employees, and causing the Porterdale, Georgia, police department to engage in such surveillance;

(c) Discouraging membership in Textile Workers Union of America, C. I. O., or in any labor organization of its employees, by discharging or refusing to reinstate any of its employees, or by discriminating in any other manner in regard to their hire and tenure of employment or any term or condition of their employment; and

(d) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to form labor organizations, to join or assist Textile Workers Union of America, C. I. O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8 (a) (3) of the Act, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action, which the Board finds will effectuate the policies of the Act:

(a) Offer John R. Tapley, Charles W. East, Ben F. Braddy, and Howard R. Cochran immediate and full reinstatement to their former or substantially equivalent positions, without prejudice to their seniority or other rights and privileges;

(b) Make whole John R. Tapley, Charles W. East, Ben F. Braddy, and Howard R. Cochran for any loss of pay they have suffered by reason of the discrimination against them, by payment to each of them of a sum of money equal to the amount which he normally would have earned as wages during the period from the date of his discriminatory discharge to the date of the Respondent's offer of reinstatement, less his net earnings during said period;

(c) Post immediately at all its mills in Porterdale and Macon, Georgia, copies of the notice attached hereto marked "Appendix A." [19] Copies of said notice, to be furnished by the Regional Director for the Tenth Region, shall, after being duly signed by the Respondent's representative, be posted by the Respondent immediately upon receipt thereof and maintained by it for sixty (60) consecutive days thereafter in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to insure that said notice is not altered, defaced, or covered by any other material; and

(d) Notify the Regional Director for the Tenth Region in writing, within ten (10) days from the date of this Order, what steps the Respondent has taken to comply therewith.

IT IS FURTHER ORDERED that the complaint, insofar as it alleges that the Respondent discharged Eugene Watson, Fred Jones, and Billy Jones in violation of the Act, be, and it hereby is, dismissed.

[19] In the event that this Order is enforced by decree of the United States Court of Appeals there shall be inserted in the notice, before the words, "A DECISION AND ORDER" the words, "DECREE OF THE UNITED STATES COURT OF APPEALS ENFORCING."

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to a Decision and Order of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT interfere with, restrain, or coerce our employees in the exercise of the rights guaranteed in Section 7 of the Act, by distributing, or causing to be distributed to them, any publication, including The Trumpet, which contains a threat of reprisal or force or promise of benefit.

WE WILL NOT cause the police officers of the Porterdale, Georgia, police department to engage in the surveillance of the organizers for TEXTILE WORKERS OF AMERICA, C. I. O., or for any other labor organization, or to engage in the surveillance of the union activities of our employees.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist TEXTILE WORKERS UNION OF AMERICA, C. I. O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

WE WILL OFFER to the employees named below immediate and full reinstatement to their former or substantially equivalent positions without prejudice to any seniority or other rights and privileges previously enjoyed, and make them whole for any loss of pay suffered as a result of the discrimination.

John R. Tapley
Charles W. East
Ben F. Braddy
Howard R. Cochran

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

BIBB MANUFACTURING COMPANY,
Employer.

Dated _____ By _____
(Representative) (Title)

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.

INTERMEDIATE REPORT

Mr. John C. McRee, for the Board.

Mr. H. W. Denton, of Atlanta, Ga., and *Mr. R. E. Starnes*, of Macon, Ga., for the Union.

Messrs. Turpin and Lane, by *Messrs. McKibben Lane* and *W. C. Turpin; Messrs. Jones, Jones and Sparks*, by *Mr. C. Baxter*, all of Macon, Ga.; *Mr. Frank A. Constangy*, of Atlanta, Ga., and *Mr. R. E. Campbell*, of Covington, Ga., for the Respondent.

STATEMENT OF THE CASE

Upon amended charges duly filed February 25, 1947, and upon a second amended charge duly filed March 18, 1947, by Textile Workers Union of America, C. I. O., herein called the Union, the National Labor Relations Board, herein called the Board, by its Regional Director for the Tenth Region (Atlanta, Georgia), issued its complaint dated February 27, 1947, and its amendment to complaint dated March 21, 1947, against Bibb Manufacturing Company, herein called the respondent, alleging that the respondent had engaged in and was engaging in unfair labor practices affecting commerce within the meaning of Section 8 (1) and (3) and Section 2 (6) and (7) of the National Labor Relations Act, 49 Stat. 449, herein called the Act. Copies of the complaint, amendment to the complaint, the various amended charges and notice of hearing were duly served upon the respondent and the Union.[1]

With respect to the unfair labor practices the complaint and the amendment to the complaint alleged in substance that the respondent: (1) discharged John R. Tapley on June 22, 1946, Charles East on July 29, 1946, B. F. Braddy on July 30, 1946, Howard Cochran on August 12, 1946, Eugene Watson on August 3, 1946, Fred J. Jones on November 22, 1946, and refused to reinstate Billy Jones[2] on March 27, 1947, because said employees joined and assisted the Union or engaged in concerted activities with other employees for the purposes of collective bargaining or other mutual aid or protection, and (2) by various enumerated means interfered with, restrained, and coerced its employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

Thereafter the respondent filed a motion for continuance and for a bill of particulars. A continuance was granted. The bill of particulars was granted in part and denied in part. The respondent filed an answer admitting certain allegations contained in the complaint and amendment to the complaint, but denied the commission of any unfair labor practices.[3]

The Respondent further filed a Motion to Abate and Dismiss on the ground that it had never been informed that any charges had been filed relating to the discharges of East, Braddy, Cochran or Jones prior to the issuance of the complaint and amendment to the complaint, nor any notice of the filing of charges of interference, restraint, or coercion, and that this alleged failure of notice prior to the issuance of complaint and amendment to complaint constituted a denial

[1] By order of the Board dated February 27, 1947, the above entitled cases were consolidated for hearing.

[2] During the hearing the complaint was further amended without objection to include the allegations with respect to Billy Jones.

[3] Said denials were thereafter extended to include the allegations concerning Billy Jones.

of due process and was violative of Section 1002 (a) and 1004 (b) of the Administrative Procedures Act and of Sections 202.2 through 202.8 of the rules of the National Labor Relations Board. After argument during which it developed that the Respondent had been notified of the filing of charges of discriminatory discharges and of interference in both cases herein, although a typographical error was made in the number of one case and although the individuals mentioned above were not mentioned therein, the undersigned denied the motion but offered the parties the opportunity of conferring prior to the introduction of any evidence. The respondent failed to avail itself of this opportunity.

Pursuant to notice, a hearing was held at Covington, Georgia, on April 7, 8, 16, and 17, 1947, and in Macon, Georgia, on April 9, 10, 11, 14, and 15, 1947, before the undersigned, the Trial Examiner duly designated by the Chief Trial Examiner. The Board and the respondent were represented by counsel and the Union by its representatives. Full opportunity to be heard, to examine and cross-examine witnesses and to introduce evidence bearing on the issues was afforded all parties. At the conclusion of the Board's case, the respondent moved to dismiss on the ground that the evidence failed to sustain the allegations of the complaint. This motion was denied. At the conclusion of the case, this motion was renewed and taken under advisement by the undersigned. It is hereby denied. At the conclusion of the hearing all parties waived their right to oral argument. Subsequently a brief has been received from the respondent.

On the entire record and from his observation of the witnesses the undersigned makes the following:

FINDINGS OF FACT

I. THE BUSINESS OF THE RESPONDENT

The respondent, Bibb Manufacturing Company, is a corporation existing under the laws of the State of Georgia, where it was chartered in 1876. It has been in business continuously since that time. It is not a subsidiary or affiliate of any other corporation. The general nature of the business of the respondent is the manufacture of cotton and rayon textiles. The principal office of the Company is located in Macon, Bibb County, Georgia. It has no branch offices except sales offices at various cities of the United States. All management of the Company is centered at Macon, Georgia. All pay rolls and paying facilities are located at Macon, Georgia and there is a constant interchange of workers between the different mills as business changes and production requires.

The factories of the respondent are located in Bibb County, Muscogee County, Newton County and Taylor County, Georgia, and are known as the Macon, Columbus, Porterdale and Reynolds plants. Warehouses are located at all of the plants.

The approximate number of Bibb production employees is 9,000 of whom 2,200 are colored people. These production employees are employed as follows: approximately 3,000 in Porterdale, approximately 2,800 in Macon, approximately 3,100 in Columbus, and approximately 100 in Reynolds. Pay rolls exceed $13,000,000, annually.

The principal raw materials purchased by the Company are cotton in bale, rayon yarn, coal and dye stuff. During the past year purchases by the respondent of raw materials were in excess of $30,000,000, per year. During the past year the percentage of such raw materials shipped to the respondent's plants in Georgia from places outside the State of Georgia was 90 percent. The principal finished products made by the respondent are carded yarn and twine, tire cord and sheeting. During the past year the sales of finished products of the res-

pondent were in excess of $50,000,000, of which approximately 95 percent were shipped to places outside the State of Georgia.

The respondent concedes that it is engaged in interstate commerce within the meaning of the Act.[4]

II. THE ORGANIZATION INVOLVED

Textile Workers Union of America, C. I. O., is a labor organization, admitting to membership employees of the respondent.

III. THE UNFAIR LABOR PRACTICES

1. In general

a. The Trumpet

Among other specifications of violations of Section 8 (1) of the Act the complaint and amendment to complaint in the instant case lists the following alleged acts by the respondent:

> (b) Vilifying, disparaging, and expressing disapproval of the union.
>
> (c) Urging, persuading, threatening and warning its employees to refrain from assisting, becoming members of or remaining members of the Union.
>
> * * * * * * *
>
> (e) Circulating and distributing literature and periodicals derogatory to the Union.
>
> (f) Attempting to arouse racial prejudice among its employees against the Union.

At the beginning of the hearing the parties stipulated in regard to the purchase, circulation and distribution of literature and publications as follows:

> It is hereby stipulated and agreed by and between counsel for the Board and counsel for the Respondent that the only official news organ or publication of the Company is a weekly paper which is published and distributed free to all Bibb employees and is named the Bibb Recorder. This paper has been in publication for 25 years. This paper is circulated primarily by distribution to employees in the mill but copies are mailed to retired employees and to others who are absent due to illness, or not active employees.
>
> The Company subscribes to other publications, some of which are mailed directly to employees, others are distributed among the supervisory force of the Company and others are placed in libraries, recreation rooms, school rooms and club rooms which are maintained or operated by the Company, or in towns adjacent to the mills. These publications, for which the Company subscribes, and the approximate number of subscriptions, are as follows:
>
> Those of less than a hundred subscriptions are The Factory, News Week, the United States News, the Daily News Record, the Knitter. These publications, with the exception of the Knitter, are placed in reading rooms, libraries and other places enumerated above. The Knitter is also placed at these facilities and there is some circulation among the supervisory staff of the Company.
>
> The American Wool and Cotton Reporter, 500 subscriptions to supervisory employees; Textile News and Textile Bulletin, approximately 500

[4] These findings are based on a stipulation of the parties.

subscriptions to both supervisors and rank and file employees; The Negro Worker is distributed to practically all of the Company's 2200 Negro employees; The Trumpet, approximately 2,000 subscriptions at all mills, including 1,000 combined at the Porterdale and Macon mills, to supervisory and rank and file employees.

The Journal of Labor, less than 250 subscriptions to supervisors and to reading rooms and other facilities mentioned above.

In addition to the subscriptions enumerated above the Company subscribes to many daily newspapers which are placed in the various reading rooms, libraries and other facilities.

With the exception of the Bibb Recorder the Company does not publish any of these publications and each publication is a publication of general circulation; that is, it is circulated at places and among persons other than the employees of Bibb Manufacturing Company. The Company does not participate in the editorial or news policy of any of these publications, or in the circulation policy, except as evidenced in the subscriptions paid for by the Company.

The Company at various times has found in its mills or on its properties copies of various other publications but the Company does not subscribe to any of these publications and does not secure these publications for distribution among its employees: Northern Lights, Textile Age, Packing and Shipping, Georgia Welfare, The Whitin Review, The Maconite, Militant Truth, The Macon Free Press, Negro Journal of Industry, The Macon World, Textile Labor, The Georgia News Digest, The Georgia Federationist, Investor's Reader, The Chicago Defender, The Worker, The Macon Voice, The Union. If these publications are distributed to its employees, the Company does not pay for such subscriptions or have any knowledge as to where they originate or the means by which they are distributed. None of these publications are issued or published by the Company and it does not participate in their news or editorial policy.

Regarding the subscriptions to "The Trumpet," the following stipulation was also agreed upon during the hearing:

It is hereby stipulated and agreed by and between counsel for the Board and counsel for the Respondent that the Respondent has since about 1938 paid for subscriptions to the paper, The Trumpet, which is published in Columbus, Georgia, since 1932.

Before April or May, 1946, certain supervisory and rank and file employees of the Company's mills at both Porterdale and Macon were receiving copies of this paper through the mail as a result of these subscriptions. At that time the same employees received this paper weekly. During April or May, 1946, the number of subscribers subscriptions in the mills located in these two towns was substantially increased, or approximately doubled by the Respondent and at that time the Respondent furnished to the publisher of this paper a list of all employees of the Company, with their addresses, with the understanding that the publisher would rotate the subscriptions to this paper among said employees. The purpose of this rotation was to vary the recipients of this paper from time to time with the understanding that it would be done by the circulation department of the paper and that the paper would usually go to only one member of a family. No specific designation of which employee was to receive the paper was made.

At the present time a total of approximately 1,000 employees of the Company's mills at Porterdale and Macon receive the Trumpet as a result of these subscriptions.

It is to be noted that the respondent began subscribing to The Trumpet and causing those subscriptions to be delivered to a selected group of supervisors and rank-and-file employees in 1938. The Wagner Act had been declared constitutional by the Supreme Court of the United States in April 1937. It is further to be noted that the respondent increased its subscriptions to 2,000 and changed the method of their distribution so that all employees received copies in rotation in April or May 1946, a time when it was well known that the CIO was commencing a vigorous campaign for members throughout the South and that the respondent itself was considered one of the three main objectives in the southern textile industry which had to be organized for the success of said drive, which became known as "Operation Dixie." From these dates it appears conceivable that some connection might exist between the subscriptions to The Trumpet and union organizational activity.

At the hearing, 19 issues of The Trumpet dated from June 7, 1946 to March 28, 1947, were introduced in evidence. A reading of these issues is conclusive proof that The Trumpet is what is commonly known as a "hate sheet." At least 90 percent of the space in each issue of the paper was devoted to vicious attacks upon the Union and the CIO based purportedly upon religious grounds.

The Trumpet is a four-page weekly paper published in Columbus, Georgia, by "Parson Jack" whose real name apparently is E. C. Johnston.[5] Besides being the editor of The Trumpet and another paper called the "Columbus Tribune," Johnston also appears to be a Baptist minister.

As of June 1946, the subscription price of The Trumpet was 5 cents per copy or $2.00 per year. Sometime in September 1946, a new subscription price of $1.50 per year "in clubs of 50 or more per year" was added to the subscription list.

The Trumpet itself is anti-everything except "Parson Jack's" personal interpretation of religion, the *status quo*, and the southern textile manufacturers. The paper is viciously anti-union, although in the issues in evidence its attacks upon unionism are almost exclusively restricted to the Textile Workers Union of America and the CIO. Although The Trumpet disclaims being anti-union in almost every issue, claiming that its hatred is restricted to the Union, the CIO and the Communists, which terms the paper uses indiscriminately and interchangeably, attacks upon the A. F. of L. in later issues prove this contention false. The Trumpet fought against the CIO campaign drive in the textile industry with every means at its command. The 19 issues in evidence prove conclusively that no propaganda, no matter how false, no lie no matter how easily disproved, was too base to be published if they were anti-Union and anti-CIO. A more venal sheet is hard to imagine.

The paper itself is illiterate, often unintelligible, ill informed, if not deliberately misinformed, and dishonest. Anything was fit to print so long as it was anti-union. The Trumpet utilized every conceivable propaganda device from fear, hatred, race discrimination, bias and prejudice to loyalty to country and to employer, to promises and inducements of better wages and better conditions purporting to come from the manufacturers, in order to prevent the textile employees from joining the Union and to keep the Union out of the South. All

[5] This finding is made from one article in one issue of The Trumpet which indicates "Parson Jack's" real name.

this propaganda purported to be solidly based upon "religion"—"Parson Jack's" own personal variety thereof enunciated for the occasion and to fit the occasion.

According to The Trumpet the CIO and the Union were "Russian dominated," not "American"; was "foreign," not "national"; were "northern," not "southern"; were "rackets," not "labor organizations"; were "communistic," not "Americanism"; were "subversive," not "loyal"; "led to serfdom," not to "freedom"; "believed in social equality," not in "Southern Democracy"; "created strife and discord," not "production"; "pitted class against class," not "loyalty to the employer" and, as a sort of climax, were not completely "Anglo-Saxon." Furthermore, The Trumpet stressed the "social equality" stand of the CIO in an effort to create friction between the Negro and the white employees thereby seeking to cause the white employees to refrain from unionization for fear jobs which the manufacturers had reserved for white employees would be open to competition from the Negro employees.[6] The same type of propaganda was employed by The Trumpet on the white women employees, where The Trumpet suggested that, if the Union was accepted, these employees would be working side by side with Negro women and under Negro foremen and second hands. Reinforcing all this propaganda was "Parson Jack's" own personal concept that no religious person could join the Union or the "Godless" CIO.

The following excerpts from The Trumpet indicate its general propaganda line on the Negro issue:

> The Communist CIO is busy in the southern textile mills with their chief plan and purpose of "breaking down" the color line, and even to the extent of urging intermarriage between the Negroes and the whites.
>
> * * * * * * *
>
> The FEPC [unanimously endorsed by the CIO at its Atlanta convention according to the prior paragraph of this same article], if enacted, would force cotton mills to employ Negro Girls along side of white girls and would penalize any textile mill which refused to so employ them.
>
> It would force white girls to use the same rest rooms and restaurants as Negro girls and penalize white girls who refuse to work under Negro overseers, and Negro second hands.[7]

In the same issue of The Trumpet, "Parson Jack" printed the following threats against any and all Negro followers of the Union:

> CIO TRYING TO PUSH POOR OLD NEGROES INTO TROUBLE
>
> The trouble is, Mr. Taylor[8] and the CIO Uunion (sic) is attempting to get the Negro race of the South into serious trouble.
>
> * * * * * * *
>
> MEANS THE UNDOING OF NEGROES
>
> All the better class of southern Negroes know that this kind of doings is not for their good, but some of them are being urged on by the Organizers of the CIO, who are urging them to "Demand their rights," and this is for the purpose of gaining more votes and thus lending strength to the PAC, an

[6] The respondent throughout its operations employed 2,200 Negroes who were restricted to certain classifications of menial jobs.

[7] The Trumpet of October 4, 1946.

[8] A representative of the Textile Workers Union of America.

organization, and affiliate of the CIO. The Political Action Committee follows hard on the heels of the CIO Organizers, and as fast as they "get one," the PAC nabs them, and starts feeding them with their "political thunder, poison", *but the Negroes had better watch their step, and had better heed the advice of their friends, who understands them; and who is their friends.* [Emphasis supplied.]

Appearing to speak authoritatively for the manufacturers, "Parson Jack" threatened the textile workers with loss of employment through closed factories, strikes, lock-outs, and lay-offs if the Union should succeed in its organizing campaign. In its October 4, 1946, issue The Trumpet printed the anti-union poem "Stop and Think," [9] which typifies the threats of economic reprisals which would result if the Union should prevail, which The Trumpet printed in other forms in practically every other issue.

Furthermore, still giving the appearance of speaking authoritatively for the textile manufacturers, The Trumpet was able to, and did, offer to the textile workers inducements and promises of rewards to remain out of the Union. The following from the August 16, 1946, issue is an example:

> The CIO comes to the southern people with the cry, "we want to help you!" but it should be known by all the southern textile people, that the management of the mills have provn (sic) throughout these years that they not only "wanted to help them" but they HAVE helped them indeed. Certainly, it may be true that the management (the manufacturers) are not perfect, maybe none of them have sprouted any wings, but it must be admitted that they have been the friend of the texttile (sic) laborers, and have proven it, and they are at this very time prepared—*IF THE CIO IS KEPT OUT OF THE SOUTH—to do more for their labor than they have ever been prepared to do before, and they will do it.* (Emphasis added.)

Another example from the October 18, 1946, issue reads as follows:

> And, what is more, there is no doubt at all that the Southern Textile Management will do much better by the workers in the future than they have been able to do heretofore. However, let it be known here and now, that the CIO will have had no part or lot in this improvement.

The Trumpet went even beyond threats of economic reprisals and promises of higher wages "if the CIO (was) kept out of the South" in its coercive campaign to prevent the textile workers from joining the Union by advocating the use of strong arm methods and physical violence not only against Union organizers but also against employees who favored the Union. In this respect The Trumpet advocated the use of force and violence in its anti-union campaign as exemplified by the following quotations:

> Get off of the CIO, and shuck off the Communists like you would a dirty shirt if you know what is good for you.
>
> * * * * * * *
>
> The South will not take it any longer and it will be a mighty good idea for that gang to decide that we are not going to move one inch. We advise all organizers to begin to close up their affairs and get on back where they belong, and to those southerners who have been duped, and hoodwinked by the wild offers of the CIO, money hungry yaps, you better mind what

[9] This poem is set forth in Section III, 3, a of this report.

you are doing, for once the southern people get awake, they get up, and do something about it, and we will not have the PAC boys!

* * * * * * *

It may be that they [CIO organizers] have been taught that the Southern Textile people are dumb, and that the "old farmer of the south ain't got no sense," but brother, you are in for another thought, just as soon as the southern farmer finds out what you are after! As soon as the Southern farmers find out what the Communists are after, they will be leaving the South, and their coattails will be standing out so stiff behind them, they will be able to carry their baggage along on their own account.[10]

In its October 4 issue The Trumpet clearly indicates its desire for the use of force and violence against the Union as follows:

Yes, the attack has been "very vicious" against the CIO and their Southern "Operation Dixie" drive, but we wonder if they would expect the South to sit idly by and permit them to "Operate" here without opposition! Our attack has been on the square, and it has been done in the open. Our paper has been read from coast to coast, and we shall continue to enlarge its circulation, and the fight is only beginning. Then another thing, if a pole cat comes into your house, or on the premises, you are not expected to speak gently, and attempt to persuade mildly the cat to "leave you alone," *but the thing to do is to call the dogs, get your gun, and enlist the help of the neighbors, so that the little "respectable animal, if you leave him alone!!" will understand that you DON'T WANT him hanging around!* [Emphasis supplied.]

Assuming, *arguendo*, that the statements made by The Trumpet quoted above had been made by the respondent in its Bibb Recorder, then clearly the respondent would not have been protected for those statements under the doctrine of free speech in view of the open, notorious and explicit coercion employed therein. In these quotations there is nothing concealed regarding the threats of economic reprisals, of physical harm to Negro members, of physical violence promised to members of the Union as well as to Union organizers, in the event that the employees accepted the Union as their representative for collective bargaining. Equally as open and notorious were the allurements, rewards and inducements promised the employees "if the CIO (was) kept out of the South." Such license is not protected under the principle of free speech. Under the assumption made above, the statements of The Trumpet are clearly and patently in violation of Section 8 (1) of the Act.

The question then arises whether the respondent is to be held responsible for these patent violations of the Act published by The Trumpet, an allegedly independent third party. The respondent denies any responsibility for The Trumpet's anti-union policy because, by stipulation, The Trumpet is a "publication of general circulation" and because the respondent "does not participate in the editorial, or news policy" or in the circulation policy of that paper "except as evidenced in the subscriptions paid for by the company."

The undersigned believes, and therefore finds, that under the facts of the instant case the respondent is legally responsible for the statements contained in The Trumpet, that it has created an agency relationship between itself and

[10] This article regarding the farmers was due to an attempt by the CIO to organize them into cooperatives. It is the one article in the issues in evidence dealing with the attempted organization of farmers. The above quotation is from the August 2, 1946, issue.

The Trumpet and has, in effect, caused the publication of The Trumpet's articles at least insofar as the respondent's employees are concerned.

The respondent by purchasing the 1000 or 2000 annual subscriptions to The Trumpet is solely responsible for the appearance of that publication among its employees. As to its employees the respondent actually caused the publication of The Trumpet with its published violations of the Act by causing its circulation among its employees. The respondent made no pretense that any of its employees had requested subscriptions to The Trumpet for themselves or for their fellows. In fact, the respondent's brief states that the respondent subscribed to The Trumpet in such quantities in order to give their employees "another point of view" from that expressed in Union leaflets and publications. It is therefore clear that the respondent caused the circulation of Trumpet among its employees for its own purposes.

Based upon its experience with The Trumpet from 1938 when its subscriptions to that paper began, the respondent well knew that this other "point of view" would be viciously anti-union. The $4,000 [11] contributed by the respondent annually for subscriptions was sufficient to purchase as venal a paper as The Trumpet. So long as the respondent retained the power of cancelation of that amount of money in annual subscriptions, the respondent could well feel assured that The Trumpet's anti-union policy would not change or else the subscriptions would be canceled.

When two respectable columnists, Thomas L. Stokes and Stewart Alsop, gave publicity to Union charges that The Trumpet was financed by the textile manufacturers, of whom respondent is one of the largest, in order to defeat unionization, The Trumpet originally answered by resorting to vilification of the two columnists. Finally, in the October 4, 1946, issue, The Trumpet states, "Insofar as the money with which we are fighting this drive [Operation Dixie] is concerned, we accept that as our own business." Now it appears that at least $4,000 of that money in 1946 came from the respondent.

Respondent's interest in having The Trumpet circulated among its employees corresponded in direct proportion as the threat of unionization of its employees increased. In 1938 following the Supreme Court's decision of April 1937 upholding the constitutionality of the Act, the respondent purchased 1000 subscriptions to The Trumpet for distribution to supervisors and rank-and-file employees. After the public announcement of the CIO's Operation Dixie in which the respondent was listed as one of the three key points in the textile field, but before the appearance of any union organizers at the respondent's plant, respondent's interest in presenting the propaganda of The Trumpet to all its employees increased to such a degree that it purchased 2000 subscriptions, handed the publisher a complete list of all its employees with instructions that these 2000 subscriptions be delivered in rotation to *all* of its employees. As the respondent then had approximately 9000 employees, this would mean approximately one copy of The Trumpet per month per employee. As the employees had not requested subscriptions to The Trumpet, it is too clear for discussion that the respondent caused the distribution of that paper for its own purposes, namely, to have The Trumpet's anti-union view point published and placed before its employees.

By causing this distribution of The Trumpet, respondent succeeded in bringing to the attention of all its employees threats of loss of employment, of social

[11] The subscription price of $1.50 per annum for lots of 50 or more did not go into effect until some months subsequent to the respondent's subscription to 2000 copies.

ostracism, of economic reprisals, as well as threats of physical coercion and violence if they should join the Union. It also brought to their employees' attention appeals to race prejudice in an effort to thwart unionization as well as every other possible argument, true or false, including "Parson Jack's" own peculiar idea of religion, tending towards that same result. It also had published promises of rewards and inducements, apparently authentically promised by the textile manufacturers, in the event the employees "kept the CIO out of the South." None of these things could the respondent have legitimately done by itself in the same atmosphere of coercion and intimidation which The Trumpet successfully created. The respondent here is attempting to do by the device of an allegedly independent third party that which it could not legitimately do by itself. This pattern of what might be termed "third party coercion" because of the use of allegedly third parties as the coercive factor runs throughout the instant case, notably in the open and notorious surveillance of union organizers by the allegedly independent Police Department of the Town of Porterdale, a wholly owned company town.

As the Trumpet was delivered by mail from Columbus, Georgia, the respondent's actions in subscribing to The Trumpet for delivery to its individual employees clearly violated the employees' right of privacy, the right to refuse to receive material which the respondent, and the respondent alone, desired him to receive.

Under all the facts of the instant case, the undersigned finds that the respondent is legally responsible for the coercive statements, the appeals to race prejudice, the threats of economic reprisals, and of physical violence as well as the authentic sounding promises of rewards and inducements used by The Trumpet in its campaign to coerce the employees "to keep the CIO out of the South" and that the respondent thereby violated Section 8 (1) of the Act.

2. Unfair labor practices in Porterdale

a. Surveillance of union activities

From July 10, 1946, to August 10, 1946, or a few days thereafter policemen of the Town of Porterdale were assigned to, and maintained a 24 hour a day surveillance over the activities of each and every organizer for the Union while he was inside the city limits of Porterdale as well as surveillance over the home of employee Walter Reynolds, which the organizers made their local headquarters in Porterdale and in which much of the union activity took place. By this 24-hour watch over the Reynolds' home the police were able to know when the organizers were in town and to follow or trail them throughout the town while they were calling upon employees of the respondent. As soon as the organizers would leave Reynolds' home, one or two policemen would "tail" them until they left Porterdale for the day. If the organizers left the house on foot, the police followed on foot. If the organizers left by vehicle, the police followed by police car. If two organizers started out together and then went separate ways, there would be a policeman following each of them. Everywhere the organizers went, the police were sure to follow. For at least the above period of time, there was a policeman within 60 to 75 feet of any organizer who was in Porterdale.

The police, except for one new employee who was unable to secure a uniform due to the clothing shortage, were always in uniform. They utilized the regular police car or the chief's automobile, both well known as police cars to the approximately 3,200 inhabitants of Porterdale. The police made no effort to conceal their activities but, in fact, made their surveillance as open and public as possible.

The police remained at all times on public thoroughfares. They said nothing. As described by one witness, the police were always around "sitting and staring."

A number of the employees were afraid to talk to the organizers upon discovering their police escorts. One employee left the union organizer to whom he was talking for the purpose of telling the police escort that he (the employee) had not joined the Union. The organizer offered to confirm this statement to the policeman if he should doubt the employee's word.

The police made reports to their chief and to the mayor, who had employed and assigned the two policemen to cover this union activity at about the time of the arrival of the organizers in Porterdale.

Superintendent Snow of the respondent's Porterdale Division was seen on several occasions in the police car while it was maintaining surveillance of organizers or of employees returning from well-advertised union meetings.[12] Although Snow well knew that the police were trailing the organizers, he did nothing to prevent them. By being seen in the police car on these occasions when Snow knew that the police were engaged in illegal surveillance, he, in effect, ratified this illegal police activity and placed the respondent's stamp of approval thereon in the eyes of the public, the respondent's employees.

Mayor Will Ivey of Porterdale, who was also the respondent's house agent in charge of dwelling house rentals, testified at the hearing that he and the chief of police decided upon this police activity and upon the employment of two additional policemen at the end of June or first of July 1946, because of the possibility of race trouble arising from the gubernatorial election that summer between Talmadge and Carmichael and from the CIO organizational drive.

When it is recalled that the afore-mentioned election with its main issue, the "white primary," ended with the election on July 17, 1946, that only approximately 150 Negroes lived in Porterdale and that the police surveillance was limited to union organizers and activities until August 10, it is easily seen that the union organizational drive was the motivating cause for the mayor's decision especially since the beginning of the drive in Porterdale coincided exactly with the employment of the two new policemen whose sole apparent duty was to follow the organizers.[13]

The mayor candidly acknowledged that the police force was augumented by 40 percent because of his knowledge of the intended "Operation Dixie" when he testified: "The CIO was going to come down and make a big drive and remembering back in 1934 [14] we had a lot of trouble, so I decided and talked it over with the [police] chief, we won't have it this time . . . anybody seen, anybody going from one house to another, check on them, see what they were doing and see that there was not trouble started."

The mayor attempted to explain the surveillance of Reynolds' home on the ground that he "had had reports" that Reynolds was bootlegging and had given orders to catch Reynolds "if the police had to sleep with him." That explanation

[12] Snow admitted riding in the police car on occasions but denied that he ever did it "in connection with their following of any other people," "in an effort to find out where people were going" or "ascertaining any facts in connection with personal activities of other people." These denials are not persuasive when contrasted with the positive evidence of a number of employees that Snow was in the police car while the police were obviously carrying out their instructions to keep the organizers under surveillance. Snow was personally cognizant of the fact that the police were engaged in this activity.

[13] Incidentally none of the organizers or sympathizers were ever arrested for any cause whatsoever or even spoken to by any of the police force whose activity was limited to "sitting and staring."

[14] Referring to the Nation-wide strike of that year.

fails to impress for the reason that these reports related to an incident involving liquor which occurred a month before the surveillance began and the fact that the surveillance commenced promptly after the organizers began using the Reynolds' home for organizational purposes. Further, the proof was that the police were following the organizers and not Reynolds, who was allowed to go unmolested when unaccompanied by an organizer.

On or about August 10, Union Organizers Denton and Autry called upon Will Ivey, as mayor, in the office Ivey used both for his position as mayor and as respondent's house agent, to protest the illegal activity of the police and request that this activity cease. Ivey thereupon telephoned the police chief and said, "the gentlemen didn't want the police following them, looked like they didn't want any protection, so we would just stop it." The watch was thereupon removed from Reynolds' home and the organizers were followed only a very few times thereafter.

There can be no question but that this surveillance of union organizers pursuing their legitimate and lawful business, the surveillance of the organizers while talking to various employees of the respondent and the following of employees returning from union meetings constituted both in theory and in fact illegal interference, restraint, and coercion in the exercise of the rights of the respondent's employees to self-organization in violation of the Act.

This interference, restraint, and coercion was admittedly practiced by the police force of the town of Porterdale, Georgia, an incorporated municipality. The police force was selected and employed by the mayor and the chief of police of Porterdale by and with the consent of the duly elected city council of said city. The force was paid by city funds disbursed over the signatures of the mayor and the city recorder.

The complaint alleged that the members of the police force were among the respondent's "officers, agents and supervisory employees." The answer denies that the members of the police force were such officers, agents, or employees and alleges that they were "employees of the city of Porterdale."

It is, therefore, necessary to determine if the police force of the city of Porterdale, Georgia, was acting, in fact, as agents and employees of the respondent or on behalf of the respondent so as to make the respondent responsible for their illegal activity.

The City of Porterdale was incorporated a number of years ago, has a local municipal government consisting of a mayor, a recorder (treasurer), a city council of five members, all annually elected, and an appointed chief of police. The members of the police force were appointed by the elective officers of Porterdale.

With the exception of the property of the various churches in Porterdale, which the respondent had donated to the various individual church organizations and possibly the railroad right of way of the Central Railroad of Georgia, everything within the city limits of Porterdale including the United States Post Office, and the public school buildings, is owned by the respondent. Although incorporated, Porterdale can best be described therefore as a "company-owned town." The respondent is the owner of each and every building in town. The dwellings are rented to employees on a tenancy-at-will basis. The rent is collected from the employees by a sort of "check-off" system whereby the pay master of the respondent, Abercrombie, deducts the rent money from the employees' pay checks. In the case of the policemen tenants of the respondent, the town recorder, Abercrombie, deducts the rentals from the pay checks of the city policemen and pays the rent money over to himself as pay master of the respondent. As heretofore found,

the house agent of the respondent in charge of dwelling rentals for the respondent happens to be Will Ivey, the mayor who has been elected mayor of Porterdale 13 times out of the last 15 elections. When the respondent terminates a rental contract, the mayor, acting as house agent for the respondent, sends said tenant a notice of eviction. These eviction notices are usually, but not always, delivered by a city policeman.

The respondent supplies water and electricity for the population. It purchases water from the city by the gallon and charges its tenants for water at so much per spigot per month. The city pays a part-time sanitary employee who spends the remainder of his time as florist for the respondent. Other than police protection, and this part-time sanitary employee, the respondent provides the usual public services. Until Governor Arnold improved the Georgia school system in 1946, the respondent subsidized and operated the public school system in Porterdale. Even today the respondent provides houses for the teachers in the public schools at Porterdale at a rental similar to that paid by its own employees.

The city officials are housed in two offices in the respondent's main office building in Porterdale. Will Ivey uses the same office for his duties both as mayor and as respondent's house agent. Police headquarter, city council chambers and the justice of the peace [15] court are housed in the other office. The city pays the respondent no rent for this space.

As the only heavy industry in town, the respondent is also the largest tax payer. The mayor testified that he was unable to estimate what percentage of the city budget of $40,000 or $50,000 per year was received from the respondent. In a town of 3,200 population the excess and license taxes from which the remainder of the city revenue is derived cannot constitute a very substantial portion thereof.

The City of Porterdale also employs a city attorney. According to Denton's testimony, the mayor in speaking of the city's anti-leaflet ordinance, referred Denton to the city attorney, "McKibben and Lane." [16] The mayor testified at the hearing that the city attorney of Porterdale was C. Baxter Jones. Both McKibben Lane and C. Baxter Jones represented the respondent in the instant case. The city of Porterdale was not a party.

Sometime in the latter part of 1946 or first of 1947, Police Chief Ray Potts investigated the organization of the Union in and around Stewart, a farming community some 15 miles from the city limits of Porterdale. Clearly this investigation was beyond his jurisdiction as chief of police of Porterdale. However, it appeared that a number of the respondent's employees lived in and around Stewart. In particular, it was proved that the respondent, through its Foreman J. T. Elkins, was interested in discovering if two of its employees living across the street from the store at which Chief Potts made his inquiry, were engaged in union activities at the respondent's plant. As Chief Potts' inquiry and that of Elkins were made at approximately the same time and about approximately the same subject, it is a far conclusion that Potts was acting for, and on behalf of, the respondent at the time of his investigation.

Superintendent Snow in his testimony, attempted to show a complete separation between the respondent and the municipal government on the ground that the respondent's officials carefully refrained from attempting to influence the city politically. In view of the undenied testimony this was not persuasive.

[15] Mayor and House Agent Ivey is also the justice of the peace.

[16] An obvious reference to McKibben Lane, of counsel to respondent.

In 1946, the veterans in Porterdale ran a slate of candidates for mayor and council against the incumbents. Prior to this election, Superintendent Snow saw Walter Reynolds who was active in the veterans' campaign and said to him, "I understand you are starting a PAC. There is one thing I want to tell you. You had better not put anybody up against Herb Abercrombie for recorder [17] because that job is tied in too close with Bibb Manufacturing Company for us to have somebody [who] don't know what they are doing and [who is] not a responsible person to take it." [18]

All of the city officials are employees of the respondent. None of the elected officials are remunerated by the city.

It would be hard to distinguish between the occasions when Will Ivey is acting in his municipal capacity as mayor from those in which he is acting as the respondent's house agent. The same thing holds true for city recorder or respondent's pay master, Abercrombie. Likewise it would amount to splitting legal hairs to determine if the police, when delivering eviction notices for the mayor and/or house agent, were acting as municipal police or as the respondent's agents. However, it is clear that neither Chief Potts nor his police force was performing any legitimate police function in maintaining the afore-mentioned surveillance. Obviously this service was performed in the interest of the respondent even though performed by men costumed as police officers.

Both Snow and Ivey testified that the respondent received no reports from the police regarding this illegal surveillance. However, it would be again splitting legal hairs to determine whether Will Ivey, when receiving those reports, was acting as mayor or as house agent.

Therefore, the undersigned finds that the chief of police and the individual policeman were acting in the interest of the respondent employer and as the respondent's agent while maintaining this illegal surveillance over Union organizers and sympathizers and that the respondent was responsible therefor. This finding is based upon the fact: (1) that the municipal government of Porterdale cannot, in fact, be independent of the respondent despite the annual election of municipal officials where the respondent is the sole support of the community as well as the owner of it and, as such, the exclusive arbiter of its inhabitants; (2) that the respondent, in fact, on at least one occasion, did interfere in municipal elections; (3) that the mayor and the police force were pursuing no legitimate police policy in their activities but were, in fact, encouraged and abetted by the respondent's superintendent in that activity and (4) the municipal government with its officials all employees of the respondent, its city attorney, the attorney for the respondent, and its treasurer the respondent's pay master, was, in fact, an *alter ego* of the respondent. To rid itself of the independent political parties undesired by the respondent, all the respondent need do was to discharge and evict the political undesirables from tenancy in the respondent's dwellings, as apparently happened in the case of Walter Reynolds.

To recognize a legal distinction between the respondent and the municipal government of Porterdale as the respondent insisted must be done, under the circumstances of this case and the facts presented here, would be to create a legal fiction contrary to fact and to the actualities of the situation.

The undersigned therefore finds that the respondent, by maintaining illegal surveillance over the union organizers and organizational activity, interfered

[17] City treasurer.

[18] Snow made no denial of this testimony. Abercrombie has been both town recorder and the respondent's pay master for a number of years.

with, restrained, and coerced its employees in the exercise of the rights guaranteed in Section 7 of the Act, to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purposes of collective bargaining or other mutual aid or protection.

b. The discharges at Porterdale

1. Eugene Watson

Eugene Watson had worked for the respondent in Porterdale off and on since 1939. From 1942 to August 1945, he had worked as a card grinder, a job which he quit because he could not get along with his then foreman, Melford G. Williams.[19] In November 1945, he was reemployed on a humidifier job which he liked and which he performed without criticism from the respondent until June 11, 1946, when the respondent transferred him, over his protest, back to the card grinder's job on Williams' shift. Watson's protest to Overseer Rye, at the time of this transfer, that he did not want to work under Williams because of the existing personal antagonism between the two was unavailing as was his request to Foreman Alexander for a transfer to another mill in Porterdale. The relationship between the two men was not improved upon Watson's return.

On July 7, 1946, Watson attended the Union's first organizational meeting at the Fish Camp. On this occasion at least one cab load of employees returning from that meeting was under police surveillance as well as that of Superintendent Snow upon its return to Porterdale until all its passengers had been returned to their respective homes. Watson did not happen to be a passenger in this taxi.

On July 10, Watson signed a union card at the home of Walter Reynolds, where the police maintained their 24-hour vigilance mentioned heretofore. The surveillance commenced soon after this meeting.

A few days later, Watson met Reynolds and a union organizer at the post office with the police within their usual radius of 60 to 75 feet.

Williams' continual criticism of Watson's work became so pronounced and continuous that on July 26, Watson went to Overseer Rye and told him that it appeared from Williams' continual nagging that he was "trying to criticize [Watson] for belonging to the Union." Watson frankly volunteered to Rye that he was a member of the Union. Rye's only answer was that they were watching "everybody" in trying to get the employees "to stay on the job and run their job." However, until August 2, Williams' attitude towards Watson improved.[20]

When Watson's shift began at 3 p. m. on August 2, 1946, a large number[21] of the machines were "down," i. e., either completely stopped or running incorrectly in such a manner as to waste material. This carding operation is a very delicate one, as even the added activity in the changing of shifts often causes a number of the machines to go down. About 3:30 p. m., Overseer Rye[22] came

[19] Williams' testimony on this point is illuminating:

> Q. Did that situation continue during this whole time he worked on the second shift under you before he quit?
>
> A. No. I stayed after him and he just finally quit and went to the superintendent and told him he couldn't work for me.

[20] Williams testified that he did not know of Watson's Union membership until after Watson's discharge.

[21] Estimated at about 30 machines.

[22] The respondent did not call Rye as a witness.

into Watson's department and "raised cain" because of the number of machines which were down. At this time Watson was endeavoring to get the machines back into proper operation. While fixing the machines, Watson tore a large rectangular hole in his trouser leg. Between 4:30 and 5 p. m. he asked, and received, permission from Williams to return to his home in order to change trousers as his attempts to patch the hole had proved fruitless. Some of the machines were still down. He returned to his work after changing trousers. About 8 p. m. that evening as Watson was passing the overseer's room returning from the washroom, Williams stopped him and informed Watson that he had done no grinding that evening. Watson admitted this, stating that he had been so busy fixing the machines that he did not have sufficient time. Williams then stated that he had failed to fix some of the carding machines he had been told to fix earlier in the evening. The two men went into the department where there were still 15 or 20 machines down, some of which had recently stopped while some were those previously pointed out by Williams. Apparently, Watson had never succeeded in getting all of the 90 odd machines to work properly after the beginning of the shift. Williams then stated that there was nothing that he could do but to discharge Watson and for Watson to leave the plant then and report the following morning for his pay check.

Watson received his check the following morning. On presenting it for approval for payment to Mayor Will Ivey, respondent house agent, he was told by Ivey that he would approve the check only after Watson and his wife had vacated the dwelling. Watson pointed out that the house was rented in his wife's name, she paid the rent out of her own check and that she was still employed by the respondent. Ivey, who testified that he only carried out Superintendent Snow's orders in evicting discharged employees, remained adamant and refused to approve the check until after the house was empty.

On or about August 21, one of the Porterdale policemen delivered Mayor Ivey's eviction notice to the Watsons. A few days thereafter the sheriff of Newton County delivered a dispossessory warrant upon the Watsons. When Watson saw the justice of the peace of New County regarding this warrant, the justice said that he did not think that this was the time "to be fooling around" with the Union, advised Watson to drop out of the Union and to leave it alone, suggesting that he believed Watson would be returned to work if he did.

Thereafter, Watson did send a letter of resignation to the Union. He returned to the Justice who sent him to Superintendent Snow, telling him to show Snow the letter of resignation and to ask for reinstatement. When Watson followed this advice, Snow told him there was no chance for reinstatement.

For a period of 2 or 3 years while working for the respondent, Watson had also driven a taxicab for a taxi owner named King who secured the necessary license from the city of Porterdale for Watson to drive. However, in the latter part of 1946, after his discharge, Watson applied for a chauffeur's license to drive a taxicab for owner Capps and was told that no more such licenses were being issued for 1946. It appears that, everytime a driver shifted to driving for a new owner, he had to have a new chauffeur's license. In January 1947, Watson applied to Abercrombie, city recorder and respondent's pay master, for such a license and was sent to Chief of Police Ray Potts who told Watson: "I haven't got any for you." Potts refused to state any reason for such refusal. Under prodding by Watson, Potts finally said: "Well, there is a reason. I can't tell you." During the period of 2 or 3 years Watson had driven a taxicab in Porterdale, he had never been arrested or even spoken to by the police. All the

evidence points to the fact that Chief of Police Ray Potts, who was not called as a witness by the respondent, was again following instructions from the respondent to keep a one-time union man from earning a living in the company town of Porterdale.

The question as to why Watson was discharged is a very close one for he candidly acknowledged that his work was not satisfactory to Williams at least, and that, as a card grinder, he had always been criticized. However, this criticism came almost exclusively from Foreman Williams. Admittedly, Williams "stayed after" Watson until he, Williams, "ran him off the job" just as he had done once before, to the respondent's knowledge. Of course, if Watson was discharged for inefficiency or merely because of Williams' personal dislike for him, the discharge does not fall within the purview of the Act.

The evidence of Watson's alleged inefficiency is not altogether convincing other than the fact that there were still some 15 to 20 machines down at the time of his discharge. But, on August 2, 1946, there had been an unreasonably large percentage of machines down from the very beginning of the shift and the evidence fails to show how long prior thereto this condition had existed. This situation would lead a reasonable person to the conclusion that some unusual circumstance beyond Watson's control was responsible for the situation rather than Watson's inefficiency. The fact that, even under these conditions, Williams excused Watson so that he could change his torn trousers appears to weaken William's evidence as to the condition of the machines on this shift. Williams testified that he could not be sure that the trouser episode occurred on the day of the discharge although he recalled that it had occurred at or about that time. Watson testified positively as to the time and his testimony thereof is accepted.

On July 16 the respondent had reprimanded Watson for grinding cards with slick and worn out emery rolls. On July 19, the respondent placed the sole blame on Watson because a cylinder in one of the cards burned out causing about $400 damage. The evidence as to this latter event conclusively shows that the cylinder burned out within the first 2 hours of Watson's shift because the cylinder had not been greased. This greasing is done monthly by Watson and the men holding the same job as Watson on the other two shifts. No doubt Watson should have caught the error in the 2-hour period among the 91 carding machines he was tending but nothing can be clearer than that his was not the sole responsibility for that damage. There is no showing that the men on the other shifts were so much as reprimanded for their negligence. It is also clear that Watson was not discharged because of this even though the respondent now attempts to saddle him with sole responsibility therefor.

In its brief the respondent makes a point of the fact that on August 2, 1946, when Williams reprimanded Watson, Watson answered, "To hell with it." The respondent's emphasis on the use of this profanity gives the appearance of snatching at straws in view of the admitted use of profanity in and around the respondent's mill, in view of the realities of working men's language in general and in view of the situation then existing.

The transfer of Watson on June 11, 1946, over his strenuous protest, back to the card grinding job under the very same foreman whose conduct had previously caused Watson to abandon his employment, as the respondent well knew, was no doubt a *bona fide* transfer although it appears to be such shockingly poor personnel policy as to cause one to wonder. The undersigned finds that it was a *bona fide* transfer even though the respondent, as early as April or May 1946, was preparing its defenses against the CIO's "Operation Dixie," of whose exist-

ence the respondent was well aware. As June 11 was prior to the appearance of the first union organizer in Porterdale, there is certainly nothing in this record to indicate that the respondent had any reason to believe that Watson would become a union adherent.

From the time that the Union actually began actively campaigning for members in Porterdale, the respondent's discriminatory attitude against Watson becomes clear. The respondent knew that Watson was sympathetic to the CIO. As heretofore found, the undersigned does not believe that police surveillance was maintained on a 24-hour a day basis in Porterdale just to provide employment for two men, and therefore, cannot credit Mayor and House Agent Will Ivey's denial that police reports were made to no one connected with the respondent. This is especially so as he, himself, was not only mayor but also a responsible agent of the respondent.

It is, therefore, highly significant that immediately after Watson's discharge Ivey, who testified that the ultimate decision on evictions was solely that of Superintendent Snow, was able to inform Watson that, not only he, but also his wife, would have to vacate the respondent's house even though Watson's wife who was still employed by respondent rented and paid for the house in her own name and out of her own earnings. The Justice of the Peace, to whom Watson had to go regarding his eviction, recognized the symptoms and provided Watson with the remedy—get out of the Union. The coercion was successful as Watson did resign therefrom. But even that was insufficient for the respondent as apparently the alleged critical shortage of card grinders, the respondent's reason for transferring Watson, had apparently evaporated immediately upon his discharge. Not only that but Watson was refused the right to carry on even his secondary occupation in Porterdale on the excuse that no more chauffeur's licenses were being issued. Even that excuse was revealed in its true light when 5 months later, January 1947, the Chief of Police refused to issue Watson a license with the statement: "There is a reason. I can't tell you." This arbitrary attitude is not that of an honest, independent municipal official.

Absent the proof of the respondent's subsequent discrimination against Watson because of his union affiliation, the undersigned would have recommended the dismissal of the charge relating to Watson because there appears to be some merit to the respondent's charge of inefficiency. But in the light of this subsequent and clearly discriminatory treatment, the respondent's whole coercive conduct against the Union and its palpable use of the Porterdale police for that purpose, the undersigned believes and, therefore, finds that the respondent discharged Eugene Watson on August 2, 1946, because of his known union membership in order to discourage unionization in violation of Section 8 (3) of the Act.

2. Fred Jones and Billy Jones

Fred Jones began his employment with the respondent in 1939. He left a few months later when he could not learn to spin but was reemployed in 1940 as a yarn boy and oiler in the finishing room of the Porterdale Mill. He remained on this job until October 1943, when he was drafted into the army. He was discharged from the army the last of December 1945. Soon after his return G. D. Parker, overseer of the finishing room, telephoned to Jones and also went to his home urging him to return to work. Jones told Parker that he was going to rest up before he returned to work. Sometime in the last week of March 1946, Jones returned to work and was promptly reinstated to his former position as yarn boy and oiler.

The duties of a yarn boy include bringing yarn to the department and taking it from the department after it had been processed. He is also responsible for making out a tag for each lot of yarn being processed. The information which is placed on the tags was almost exclusively copied from other tags which already had been attached to the lot of yarn prior to the time the yarn reached the department. If the yarn was originally manufactured in a mill other than the Porterdale Mill, the yarn boy was supposed to write the words "outside yarn" on the tag. This information was copied from the original tag attached to the lot of yarn.

On or about August 1, 1946, Fred Jones joined the Union. He was not particularly active on behalf of the Union although he carried with him a book of union application cards.

One Sunday late in September 1946, Organizer H. W. Denton drove out to the Jones' home, some 15 miles from Porterdale, to talk to Fred. Denton's automobile broke down while there. As the Jones were having a large family dinner that day, they invited Denton to partake of it. He accepted. After dinner, Fred Jones drove in Denton's car to the baseball field at Stewart [23] and played a game of baseball.

The next morning, Monday, Overseer Parker came into the smoking room where Fred Jones was sitting alone and stated that he had heard that the Jones family had held a union meeting and a dinner. Fred acknowledged that they had had a big dinner. Parker then inquired if Fred had seen any union men down at Stewart. Fred denied having seen any whereupon Parker said: "Well – – – if you see any down there, don't be fooling with them or bothering around with them, because they are causing enough trouble in the town [24] and couldn't do any good, so now they are going out in the country and see what they can do." [25]

About November 21, 1946, Fred Jones requested the day off from Parker so that he could assist in canning a beef for his family. The request was granted.

On Friday, November 22, Fred reported for work as usual. Parker immediately called him into the office, pointed to one or three yarn tags [26] lying on his desk, and said he could not use Fred any more because the tags did not have "outside yarn" marked on them as they should have had. Jones remarked that he did not believe he was being discharged because of that error but because of the Union as all the yarn boys had made the same error on their tags. Parker stated that he had to start by discharging somebody. Jones was paid off by Superintendent Cook whose only explanation for the discharge was "go see Parker." Since then, Fred Jones has not worked for the respondent.

At the hearing the respondent produced three tags which admittedly had been made out by Fred Jones. None of them had the words "outside yarn" written on them. Two of the tags were dated November 16 by the weighing and inspecting department which incidentally had discovered no errors in the tags. The third tag had been marked November 20 by the weighing and inspection department when it also passed that tag. Parker would not testify that any of these tags were the ones on his desk on November 22, when he discharged Fred Jones. He testified that each was erroneous in not being marked as outside yarn because he

[23] A small town near the Jones' residence.

[24] Obviously a reference to Porterdale.

[25] Parker denied having made this statement. However, Parker was so anxious to justify his discharge of Fred Jones that he made several proved misstatements of facts, especially about the tags, so that the undersigned was not convinced by his denial.

[26] No one was sure of the exact number of tags.

knew that the type of yarn mentioned on the three tags was not being made in the Porterdale Mill at the time in question. However, there was no showing that the original tag, made out when the yarn was received at the Porterdale Mill for further processing, included the information that the yarn was not made at the Porterdale Mill. In the absence of such a showing, it cannot be said that Fred Jones was in error in leaving this information off his tag as the yarn boy only copies such information from the original tag. Especially is this so as neither the weigher nor the inspector discovered the alleged error for neither would have gone forward with his work on the yarn if the alleged error had been noticed. While the supervisor of the finishing room may have known that the Porterdale Mill was not then making the type of yarn involved, the yarn boy was supposed to get his information from the original tag. Until the original tag is produced, no one can say that Fred Jones was in error in making out his tag. Consequently, there is no proof of error here.

Assuming *arguendo* that Fred Jones had made errors in filling out the tags, as he acknowledged he had done on more than one occasion in the past, still there was insufficient cause for discharge under the facts of this case where admittedly Foreman Parker had been calling the attention of all the yarn boys to their erroneous tags for a period extending over many months and requesting them to improve their work. Under these circumstances if the employer suddenly changes his policy by making such errors cause for discharge, the employees are entitled to notice of such policy change. The undersigned agrees that an employer is entitled to discharge an employee for making errors. But in the circumstances of this case where for months the employer had treated such errors as matters of minor concern, the employees are entitled to rely on that until notified to the contrary.[27]

About 3 days after the discharge of Fred Jones, his brother, Billy, was notified by Storekeeper A. G. Potts, whose store was directly across the highway from the Jones' home, that J. T. Elkins, foreman of the shipping room in which Billy worked, had phoned him and wanted to know something about the Union activities of the Jones boys.[28] A. G. Potts testified that he had waited about 3 or 4 days after the telephone call before he mentioned it to Billy Jones. Hence the actual telephone call from Elkins to Potts was made at the approximate time of Fred Jones' discharge.

The following morning when Billy Jones reported for work he went to Elkins, told him that he had heard that Elkins wanted to know if he (Billy) belonged to the Union and demanded to know why Elkins had gone "behind his back" trying to find out the fact rather than asking him to his face. Elkins acknowledged that he had been trying to find out if Billy did belong to the Union and stated that he would have asked Billy in person "as soon as [he] got around to it." Billy then said that he did not belong to the Union but, if he wanted to, he would join as each man had the right to do as he pleased.[29]

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[27] *E. Anthony & Sons, Inc.* v. *N. L. R. B.* 163 F. (2d) 22 (App. D. C.) June 23, 1947, 20 L. R. R. M. 2276.

[28] Elkins, a cousin of A. G. Potts, denied having made any such telephone call but his testimony was directly controverted by A. G. Potts, whose business and personal appearance attested to his disinterest in this matter and whose testimony the undersigned accepts. The Potts store is located about 15 miles from Porterdale. Storekeeper Potts is also related to Chief of Police Roy Potts of Porterdale.

[29] In his testimony, Elkins admitted that Billy Jones had come to him one morning with the fact that he had heard that Elkins had telephoned to A. G. Potts trying to find out about Billy's Union affiliation. In view of the straightforward and credible testimony of A. G. Potts about this telephone conversation, the undersigned cannot credit Elkins' testimony which also included denials of the facts found above based on Billy Jones' credible testimony.

Sometime probably in December 1946, Chief of Police Roy Potts of Porterdale drove out to his cousin J. M. Potts' store, the same store in which A. G. Potts worked, and said during a half-hour conversation: "I heard, since I have been down here, that they are trying to organize a union in your community. Have you heard anything about it?" Potts denied having heard anything about it. The Potts store is located in a farming community where a number of the employees of the respondent live.

It is interesting to speculate as to what exact legitimate police duty the Chief of Police of Porterdale thought he might be performing in asking the above question of a storekeeper located in the heart of an agricultural district some 15 miles from Porterdale. The answer appears to lie in the fact that the respondent, the only large employer in the district, employed many persons from this area and found it necessary during the war to operate busses to bring these employees to and from their work. The Chief of Police again appears to have been acting as an agent for the respondent.

Billy Jones was not discharged but about March 10, 1947, he voluntarily left his employment with the respondent after due notice of such intent in order to try out with the Griffin, Georgia, professional baseball team. When Billy Jones left, Foreman Elkins told him that he was sorry to see him go as Billy had been a "good hand." When Billy stated that, if he did not make good in professional baseball, he would want to come back, Elkins said: "Well, you know where to come back to."

Billy did not make the Griffin baseball team and returned home on or about March 27. He promptly telephoned to Elkins and was told that, although there was an opening in the department, he (Elkins) already had a man lined up for the position. Later, Billy learned that "Buzz" Johnson, an employee in the packing room, had quit. Jones was not offered this position.

Foreman Elkins testified that, upon being notified by Billy that he was going to quit to play baseball, he had Billy break in his replacement on the job he was leaving, that his regular complement of employees in his department was 48, that with the exception of Billy's replacement, the same 48 employees were working in the department at the time of the hearing as at the time Billy Jones left the respondent's employ. Elkins also testified that at the time Billy telephoned to him on March 27, he did have a requisition in the personnel department for another employee but almost immediately after that telephone call, he canceled the requisition.

The undersigned finds from this testimony that there was an available position in the packing room of the respondent, i. e., that of "Buzz" Johnson [30] and that the respondent refused to reinstate Billy Jones in order to discourage membership in the Union.

The undersigned further finds that the respondent discharged Fred Jones on November 22, 1946, in order to discourage membership in the Union and that the respondent made use of the alleged errors on the tags as a pretext to cover up the real cause of the discharge as stated heretofore.

[30] The undersigned makes this finding because, for the reasons expressed heretofore, he was not impressed favorably by the Witness Elkins and because the respondent failed to produce the pay-roll record over which they had sole control and which would have conclusively settled the question of whether or not there was a vacancy in Elkins' department. The inference to be drawn from this failure to produce is that the record would have been unfavorable to the respondent's contention if produced.

3. Unfair labor practices in Macon

a. Interference, restraint, and coercion

Sometime after the CIO campaign began in Macon, the respondent held its annual picnic for its Negro employees. This was the usual and customary event at which various company officials came and made short speeches of welcome and appreciation. On the occasion in question after these high company officials had talked, but prior to the conclusion of the picnic, Bob Hood, one of respondent's white gate men who was deputized by the City of Macon as a special policeman at the request of the respondent and who was understood by the employees to represent the respondent, gathered a group of the picnickers around him and read an anti-union poem, entitled "Stop and Think." This poem was published in The Trumpet, which has been referred to above. The poem read as follows:

I only have a few words
That I would like to say
To the people of dear old Georgia,
Who are working every day.

Now that the war is over
And the boys are back at home,
Let them find the Mills still running
And all the work still going on.

We must work in peace and harmony
Every man must try to lead,
And help the Manufacturers
To make the things we need.

Before you join the Union,
You must check on what you've got
And figure just how long you'll live
When all the Mills are stopped.

How can YOU trust that Union organizer?
He won't place his trust in you
Not even to let YOU pay your dues
When they are coming due.

He'll tell you it doesn't cost to join
That your dues are the only bill.
But—he won't trust YOU to come and pay them;
He'll collect them through the Mill.

He'll stand before you with a smile
And tell what Roosevelt has said;
But you'd better stop and think awhile—
Mr. Roosevelt is dead!

He'll tell you that when you're organized
You can ask for what you like;
And if you fail to get it,
Then you can call a strike.

But you'd better stop and think awhile,
Before it is too late;
You may cause yourself, your wife and child
To be locked out at the gate!

When he gets you organized,
Then his work is through;
He goes on to other fields
And all the trouble is left for you.

You may hear the little ones crying,
Asking Mother, "Where is Dad?"
"He's gone off to hunt a job—
He LOST the one he had."

You may get up very early
And wonder where to go;
For you don't have a thing to eat
And you can't hear the whistle blow.

The "money men" of Georgia
All have a job to do;
They may not heed the whistle call,
But they're helping me and you.

I would like to tell the people
And make my last appeals—
They'd better forget that Union
And continue to eat their meals.

The respondent disclaims responsibility for the actions of Bob Hood on the grounds that he was not a supervisory employee. However, the program was arranged by its foremen, the picnic was for its Negro employees. Bob Hood, as a white employee, must have received a special invitation as an official of the Company.[21] Also, the respondent was originally responsible for placing this anti-union poem in the hands of its employees through its subscriptions to The Trumpet. The undersigned, therefore, finds that the respondent was responsible for the actions of Bob Hood in recalling this viciously anti-union propaganda to the attention of the respondent's employees, and that this action constituted interference, restraint, and coercion in violation of Section 8 (1) of the Act.

A few blocks from the respondent's No. 1 plant in Macon is located Balkcom's drug store, which has no connection whatsoever with the respondent other than its location. It was patronized by respondent's officials and employees alike.

A. B. Balkcom, apparently the proprietor, was also a Notary Public for the State of Georgia. On at least four separate occasions mentioned in the evidence, Balkcom, as Notary Public, acted as witness to the signature of one of the respondent's employees to his letter of resignation from the Union.

On August 5, 1946, Charlie Busbee, who was running slubbers in Mill No. 1, became quite apprehensive over the possibilities of being discharged because he had joined the Union and because Superintendent Dudney, Assistant Superintendent Lydel Lavender and his brother, Herman Lavender gathered around Busbee's frame and engaged in low voiced conversation which Busbee was unable to hear. Busbee believed, or imagined, that his name was mentioned during

[21] Respondent did not call Hood as a witness.

this conversation. Without any apparent basis for his belief, Busbee, who had joined the Union in June 1946, was convinced that they were discussing his discharge. Sometime thereafter, Busbee remarked to a fellow employee that he heard "they were firing everyone that belongs to that union." This employee then informed Busbee that he should see Herman Lavender who would tell him how "to get out of the Union" and promised to send Herman around to see Busbee the following day.

As promised, Herman Lavender did come to see Busbee the next day and made an appointment to meet him at Balkcom's drug store at 9 a. m. the following morning when he would help Busbee resign from the Union. Busbee and Mrs. Busbee, his wife, met Herman at the appointed time and place where Herman corrected parts of the Busbee's letter of resignation which Mrs. Busbee had written and instructed her how to address the envelopes to the Union organizer. They then paid A. B. Balkcom a quarter for his notarial service in witnessing the signatures of Busbee and his wife. Thereafter Herman drove the Busbees to the post office in a private automobile. Here Herman had the Busbees register the letters of resignation while he registered a similar letter of resignation by employee Archie White.[32] On the drive back to the mill, Herman informed the Busbees that if they had not resigned from the Union they would have been discharged, and that he "knowed what he was talking about." He also told them that W. D. Anderson, respondent's president had "said he would shut the mill down and let the smoke stack rot before he would run it with union labor."[33]

The respondent disclaims responsibility for the actions of Herman Lavender on the grounds that he was an ordinary rank-and-file employee. As afore-mentioned, Herman is the brother of Assistant Superintendent Lydel Lavender of Mill No. 1. He was frequently seen in conversation with both Dudney, the superintendent, and his brother. Upon his discharge from the army, Herman told Dudney that he wanted to learn the business from the ground up. Since that time he has held many different positions in the mill, transferring from one job to another as directed by respondent's officials, apparently in a sort of training course for supervisory status. Respondent's witnesses were in conflict as to whether or not the respondent actually had such a course of training for prospective supervisors. From the different positions to which Herman was transferred and from the fact that his wage, which was that of a fixer, was set by top management and without relation to the job to which he was transferred, it appears that Herman Lavender enjoyed a special status with the respondent. Herman performed his anti-union activities on company time and property with all the appearance of company approval and consent. His relationship to the assistant superintendent added to this appearance.[34] The undersigned finds that Herman Lavender was acting as the agent for and on behalf of the respondent with its knowledge and consent in starting rumors around the plant that the respondent would close its plant before it would operate with union labor and in assisting individual employees to resign from the Union in order to retain their employment with the respondent. The undersigned further finds that these activities constituted interference, restraint, and coercion.

[32] A. B. Balkcom also acted as witness to White's signature.

[33] This testimony is undenied as Herman Lavender was not called as a witness.

[34] The undersigned was not impressed by Assistant Superintendent Lydel Lavender's testimony that he had held only one conversation with his brother and at that time had only stated that he could not help him on his union problem. The undersigned found neither Superintendent Dudney nor Lydel Lavender convincing witnesses regarding the status of Herman.

Another strange character also appeared to be wandering around respondent's Macon mills making anti-union conversation with the employees without objection or hindrance from the respondent. An employee named "Lonnie" Waller spent a portion of his working time during the CIO campaign in departments other than that in which he was assigned talking to the employees and urging them not to join the Union. Waller spoke in this vein on several occasions to Employee East and it was after East had told Waller that he had joined the Union that the respondent dispensed with East's services under circumstances hereinafter found to constitute a violation of Section 8 (3) of the Act.

To Employee Thomas Mercer on or about June 1, 1946, Waller stated that if he wanted to keep his job he had better remain out of the Union. About 2 hours after Waller's conversation with Mercer, Foreman Kite approached Mercer and asked him if he had joined the Union. Kite answered that he was going to as soon as he had a dollar, whereupon Kite told him that he could join the Union if he wanted to work with Negroes. This was another obvious attempt to raise the race prejudice among white employees in order to discourage membership in the Union by creating the economic threat that Negro employees would be allowed to hold positions then reserved for white employees. The respondent acknowledged that it restricted its Negro employees to certain menial tasks reserving the other jobs for its white employees. The undersigned finds that this economic threat constituted interference, restraint, and coercion in violation of Section 8 (1) of the Act.

Kite, the foreman in charge of Waller's activities, was very indefinite as to whether or not Kite was a fixer, i. e., a minor supervisory employee, or an oiler at the time of Waller's activities. His testimony was highly confused and unsatisfactory. It is obvious that Waller spent considerable part of his time wandering throughout the plant with his anti-union advice to the employees. This appeared to have been satisfactory to the respondent as there is no evidence that it objected thereto despite protests by Employee East. The undersigned, therefore, finds that the respondent was responsible for the anti-union activity of Employee Waller.[35]

The respondent appears to defend against the activity of Kite and other supervisory employees on the ground that each of them had been instructed by his superior not to interfere in union activities in any way and that joining the Union would not affect an employee's job. This injunction to the supervisors might have constituted a defense except that the instructions were not obeyed and except that these neutrality instructions from higher-ups were in no way communicated to the rank-and file employees so that they were entitled to believe, and to act in accordance with that belief, that the supervisors were speaking for management when they violated these secret instructions. Respondent's campaign against the Union was never an open, notorious one but predominantly was one of using third parties such as the Porterdale police force, The Trumpet and individuals of the type of Waller and Herman Lavender. The campaign was so completely conducted through these means as to prove it to be a matter of design and not of accident.

The undersigned, therefore, finds by the above found activities the respondent interfered with, restrained, and coerced its employees in the exercise of their rights guaranteed in Section 7 of the Act.

[35] Waller was not called as a witness.

b. The discharges at Macon

1. John Tapley

John Tapley was first employed by the respondent about February 1, 1942. Fifteen months later he was transferred by the plant superintendent to the job of card grinding where he remained until his discharge on June 22, 1946. In September 1945, when his then Overseer Archie Horton was transferred to another mill of the respondent and replaced by his brother, Dave, as overseer, Archie complimented Tapley's ability and loyalty very highly to Dave and suggested that, as a reward, Tapley be transferred to the first shift.

Soon after Dave Horton took over, Tapley was transferred to the first shift and assigned the "hobo alley" to grind—"hobo alley" was a section of carding machines which for some period of time had had no regular grinder and hence was in poor shape. When he assigned Tapley to this work, Dave Horton remarked that he was a good grinder and would be able to get the alley into shape.

A card grinder at this mill has the duty of maintaining some 63 cards mechanically being responsible for their mechanical operation and of grinding some 20 particular machines. Working under the supervision of the card grinder in Tapley's mill was a card tender and doffer and a sweeper. The card tender and doffer is supposed to watch the flow of yarn from the machines and see to it that a maximum production is maintained. In the event of mechanical difficulties on the machines he is supposed to call the card grinder to fix the machines. He also is supposed to provide cans in which the yarn is deposited from the machines, to change the cans when one becomes filled and to carry the filled cans to the next succeeding operation. One of the card tenders and doffers' duties is to prevent ends from going "down," i. e., to see that the cotton sliver or yarn flows steadily from the machine to the receptacle or can. The duties of the sweeper are obvious from the name.

That Tapley was a competent grinder is attested by the compliment paid him by Archie Horton as well as by his offer to Tapley of a new job at Horton's new post and from the fact that Tapley instructed a number of the present grinders in their duties.[36] Superintendent Dudney also complimented Tapley on doing a "two-man job."

Tapley joined the Union on June 18, 1946. He also was instrumental in signing a couple of other employees to membership. On June 19, he met Organizer Leo Smith at Balkcom's Drug Store, located close by the mill, where he gave Smith the signed application cards and drank a Coca Cola with him. While so engaged, Overseer Arthur Mosely, Assistant Superintendent Lydel Lavender and Watchman Bob Hood, walked into the drug store and sat down at a table watching Tapley and Smith. Smith was well known as a Union organizer from his activities around the plant.

A week or so before Tapley's discharge, Dave Horton inquired of him as to what Tapley thought about the Union. Tapley replied that he had not given it much thought but figured that it would be all right. Horton answered, "No; we don't want no union down here." Tapley replied, "Well, we may not get one, but we are going to try to get one if we can." In answer to Tapley's inquiry

[36] The undersigned accepts Tapley's version of the farewell compliments of Archie Horton to Dave Horton as true although Dave Horton testified that he could not recall any such speech by his brother. The respondent failed to call Archie Horton and the evidence shows that Dave Horton's memory was faulty on anything favorable to Tapley and his imagination keen on describing Tapley's faults. Tapley appeared to the undersigned to be an honest, straightforward witness.

whether Horton would fire Tapley if he joined the Union, Horton stated that he could not fire him because he joined the Union.

On another occasion about this time Tapley and Horton were having a drink in the concession in the plant when Tapley began explaining what he thought would be the benefits in having a union. On this occasion Horton aswered, "I can't agree with you on it" but stated that Tapley could join if he wanted to.[37]

Thereafter, according to Tapley, Superintendent Dudney, Lydel Lavender and Dave Horton began inspecting his job considerably more often than they had done previously. On one such occasion Dudney mentioned to Tapley that he had found a number of ends down in Tapley's section and asked him to watch the ends more closely.

On June 22, 1946, Dudney and Lydel Lavender inspected Tapley's section three times each prior to noon and Horton had been around a noticeable number of times.

About noon that day while "Pee Wee" Dix, another employee, was showing Tapley a "prank," a wrestling trick of some sort, Tapley noted Dudney and Lydel Lavender grouped by his machine talking and Dave Horton rushing over from his office to join them. Tapley got clear of Dix and went over himself to see what the trouble was. Horton met him part way and said, "John, they are driving me crazy about your job. Looks like I am going to have to do something I don't want to do." Horton then ordered Tapley to send Cleo Walters, the Negro card tender and doffer, home and then to report at Horton's office. After reporting at Horton's office, Horton accompanied Tapley to Dudney's office where he said, "Mr. Dudney, here is John." Dudney then stated, "John, you are fired. You ain't running your job." Tapley then accused Dudney of discharging him because of his Union affiliation rather than because of inefficiency. Dudney denied this.

Dudney gave him a slip to the personnel department where Personnel Manager Wallace remarked to Tapley over his surprise at his discharge because of the number of draft deferments he (Wallace) had requested on behalf of the respondent for Tapley.

Thereafter Tapley requested reinstatement from both Dudney and Wallace on three or four occasions but was refused each time on the ground that there were no openings. When it is recalled that just 11 days prior to the discharge of Tapley, specifically on June 11, 1946, the Porterdale management was allegedly so short of card grinders as to transfer Eugene Watson, over his strong protest, back to such a job under a foreman whose antipathy to Watson was well known to the management, this alleged excuse appears to have been without basis in fact, and to constitute a strong argument that the respondent's action was motivated by its dislike of Tapley's Union affiliation rather than by any alleged inefficiency. Wallace, being personnel manager for all of the respondent's plants and thereby knowing of this critical shortage of card grinders in Porterdale, could not have been frank with Tapley in refusing him reinstatement as a card grinder on the grounds stated. Nor did the respondent have any objection to requesting its employees to transfer from one mill to another as one Porterdale dischargee had been offered reinstatement if he would transfer to Macon.

[37] Although Dave Horton testified that he could not recall the above found conversations, he testified that Tapley was the only employee who mentioned the Union to him among all his employees. According to Horton, he (Horton) merely followed the respondent's instructions by indicating to Tapley that the question of Union membership was a question for Tapley's decision which Horton could not discuss with him.

On the day of his discharge there were either 3 or 5 ends down in Tapley's section of 63 machines at the time that Horton, Dudney and Lavender were conferring. The evidence is conclusive that these ends had not been down for any extended period of time. At the particular moment of the conference Tapley was not attentive to duty as Dix was then engaged for a few minutes in demonstrating his prank to Tapley. However, keeping the ends up was primarily the job of Cleo Walters, the doffer. The seriousness which respondent attached to this alleged neglect of duty was demonstrated by the respondent's treatment of Walters. At the time of Tapley's discharge Walters was sent home but returned to her same job on the morning of June 24. The record is silent on why she failed to work on June 23. As she was primarily responsible for keeping the ends up, this treatment clearly demonstrated that the respondent itself did not consider the matter serious.

Dave Horton testified to a long account of Tapley's alleged shortcomings, all of which supposedly began during his last 3 or 4 months of employment. At the end of this account Horton acknowledged that none of these alleged shortcomings played any part in Tapley's discharge. The undersigned is of the opinion that Dave Horton was sincere and honest when he told Tapley that "they" were driving him crazy about Tapley's job and forcing him to do something that he did not wish to do. The orders for the discharge came from Dudney and Lavender.

It just is not logical that as highly complimented a workman as Tapley would suddenly become a subject for dismissal for inefficiency. This is especially so when all the alleged deficiencies occurred so simultaneously with "Operation Dixie" and reached a climax coinciding so exactly with the respondent's knowledge of Tapley's Union sentiments.

The undersigned believes, and therefore finds, that the respondent discharged John R. Tapley on June 22, 1946, because of his Union sentiments and activities and in order to discourage Union membership among the employees of the respondent's in violation of Section 8 (3) of the Act.

2. Charles W. East and Ben F. Braddy

East was employed as a "creeler" by the respondent in February 1942, was promoted by Foreman Mosely to head creeler about 15 months later and remained in that latter position until discharged on June 29, 1946.

Braddy worked as a creeler under East from the time of his employment in November 1945 to July 30, 1946, when he was discharged for the same alleged offense as East.

Creeling is the process of placing tubes of single ply yarn on to the frame of a twisting machine, tying the single ply strands together and running those strands through the twisting machine and on to a bobbin so that when the machine completes the process, the yarn on the bobbin is multiple ply yarn. The creelers place the tubes and run the strand through the machines on to the bobbins. After the creeling is completed, the machine is actually operated by the frame tender who also doffs the bobbins as they fill up.

East appears to have been a highly efficient head creeler, having been complimented on numerous occasions by Superintendent Dudney and Foreman Mosely for his efficiency in performing his own work and preventing errors in other creelers' work.

Sometime prior to the date of the Union's arrival in Macon, East fell into conversation with Mosely about a strike then in the headlines of the newspaper. During this conversation East professed that he was in favor of unions and

that, if he ever had a chance, he would belong to a union. Mosely agreed that unions were all right "if they were run right."

East joined the Union on June 14, 1946, while Braddy joined sometime later during the same month.

About July 1, 1946, an employee named Waller [38] from the converter department came into East's section and began talking about the Union to East calling it a "Negro outfit" and urging East not to join as the employees did not need a union. During another similar conversation East informed Waller that he had already joined the Union.

As Waller had talked to East on several other occasions on the same subject during working hours in the plant and East had seen him several times talking to other employees under similar circumstances, East asked Foreman Mosely what right Waller had in walking around the plant telling the employees not to join the Union. Mosely said that he would watch for Waller in the future.[39] East then recalled to Mosely a conversation which they had had in 1944 when East had stated that he would like to be able to join a union.

About September or October 1945, respondent published rules for its head creelers, one of which read as follows: "Do not creel any 2 lots of same color on same side of frame."

Copies of these orders were given to the individual head creelers on each shift. Although East testified that he had never seen one, the undersigned cannot credit this denial. There was also credible testimony that a copy of these rules were generally posted near the head creeler's desk. There was, however, disagreement among all the witnesses as to whether these rules had been amended and reissued from time to time. The undersigned does not believe that this conflict need be decided as he is satisfied that the rule above quoted had been published and had been brought to East's attention.

From the testimony it was easily seen, that, like all such rules, these rules were made only to be broken as they did not mean what they stated. Even the higher management officials admitted that the quoted rule applied only in cases of two lots of yarn not only of the same color but also of the same shade of that color, and then only if there were no intervening space or tail end lot separating the two main lots on the same side of the frame. Many lots of the same color were creeled on the same side of the frame either with a space of empty spindles or a end lot creeled in between. There was some testimony of a credible nature that two lots of the same color and shade could be creeled side by side on the same side of the frame if they were different ply. This admittedly occurred very infrequently and, at most, 25 or 30 times since September or October 1945.

The object of the rule was to prevent the doffer from mixing two lots when he doffed. It is obvious that a doffer, even when in a hurry, should not mix two lots of different colors. It is also obvious that there would be more chances of mixing two lots where they were of the same color but of different ply. Due to the difference in the height at which different plys are creeled, a doffer should have little difficulty in preventing two lots of the same color but of different ply from being mixed. However, the undersigned is of the opinion that the intent of this poorly worded rule was to prevent the creeling of two lots of the same color and shade on the same side of the frame even though of different

[38] Mentioned in Section 3a above.

[39] Mosely testified that he never did speak to Waller as thereafter he never saw Waller in his department. Nor, according to his testimony, did Mosely ever make any inquiry of Foreman Kite, Waller's foreman.

ply. However, the undersigned further finds that, on rare occasions, two such lots of different ply had been creeled on the same side of the frame prior to July 29, 1946.

On July 29, 1946, at about 11 a. m., East had Braddy creel a 10-ply lot of the same color and shade on the same side of the frame as an 8-ply lot which had been previously creeled. Braddy mentioned to the Frame Tender Collie Smallwood the fact that these two lots had been creeled side by side and Smallwood indicated that it would be all right.

From 11 a. m., until the end of the shift at 3 p. m., these two lots were run side by side. By 3 p. m. the lots had been doffed a number of times. There had been no mix up between the lots during the doffing.

At 3 p. m. the second shift began its work. About 3:15 p. m., according to Foreman Mosely, his attention was called to these two lots by one of the employees on the shift, one Peter Deason, the frame tender who was running the machine on which these lots had been creeled. Mosely, who had been in the department throughout the whole period these lots had been on the frame except for his hour lunch period, immediately ordered the frame stopped and sent an employee into town to locate East.

East returned to the plant about 5:30 p. m., when Mosely took him to this frame and asked him if he had creeled those two lots. East acknowledged that he had and pointed out the fact that the two lots were of different ply. Mosely admitted, in answer to East's question whether the two lots had gotten mixed up, that they had not been mixed but then said, "Well, I have just got to let you go on that. Just got to fire you."

East was thereupon paid off and has not worked for the respondent since.

The following day, July 30, when Braddy reported for work as usual, Mosely took him over to the frame on which these two lots had been creeled and asked him if he had creeled the two lots side by side. When Braddy admitted that he had, Mosely discharged him too. Braddy has not worked for the respondent since.

It is the frame tender's duty to see that the frame is properly creeled before he starts the machine in operation. If there is anything wrong with the creeling, it is his duty to go to the head creeler or to the foreman to get the matter straightened out before the machine is started. Frame Tender Collie Smallwood operated the frame with the two lots of the same color and shade creeled side by side from 11 a. m., until 3 p. m.

After East had reported at 5:30 and been discharged, Foreman Mosely ordered Peter Deason to continue the machines in operations but to keep the two lots from being mixed. The two lots were completely run off by 8 p. m. that evening and there was no mix up at any time between the two lots.[40]

On July 30, 1946, the respondent promoted to East's vacated position of head creeler the man whose duty it had been not to start the machine in operation if there was anything wrong with the creeling, Collie Smallwood. This promotion clearly indicates that the respondent did not consider the creeling of these two lots to be a violation of its published rules for Smallwood was as much responsible for operating the machine under these circumstances as the two

[40] In making the above finding, the undersigned accepts the credible testimony of Peter Deason rather than the testimony of Foreman Mosely who testified that he had one of these two lots removed from the frame and creeled on another frame before they were run off. The undersigned found Deason to be an honest witness and, having done the actual work, probably had a better memory than Mosely, whose whole testimony on this matter was shifty and evasive.

Union men, East and Braddy, who the respondent saw fit to discharge. If the two Union men were subject to dismissal for their part in the incident, then also the nonunion Smallwood was similarly subject to dismissal. The fact that the non-union man was not only discharged but, in fact, was promoted, shows such disparity of treatment between Union and non-union employees as to conclusively prove, as the undersigned here finds, that the respondent discharged East and Braddy on July 29 and 30, 1946, respectively, because of their Union membership and activity in order to discourage union membership in the plant in violation of Section 8 (3) of the Act.

3. Howard R. Cochran

Cochran began his employment with the respondent at its Payne Mill located just outside Macon in 1935. About 1940 he voluntarily left the employ but returned a few months later and continued until he voluntarily quit again in 1944 to enter the beer and sandwich business. During these periods Cochran gained experience in a large number of the jobs in the mill.

In March 1946, Cochran was selling sandwiches at a small store located near the gate to the Payne Mill. While so engaged Superintendent Morgan, Overseers Morrow and Kitchen all requested him to return to work at the mill.[41] On March 26, 1946, following one such request Cochran saw Superintendent Morgan, told him that he would do any work that he might have on the first shift. With Morrow's approval Morgan made him a spare hand on the first shift and promised Cochran as much work as Cochran might want.

Thereafter Cochran, as a spare hand, performed a great number of operations in Morrow's department. On a number of occasions he also worked "double" i. e., worked two consecutive shifts. Work appeared to be plentiful.

Early in June 1946, Cochran joined the Union and became active in trying to solicit other employees to join. He was active in taking many of the employees over to the sandwich shop which was being used by the Union as a sort of headquarters where the employees signed membership cards in the Union.

On or about July 4, 1946, Cochran married an employee then working on the third shift and promptly requested Morrow to have her transferred to the first shift as a convenience to them. When Morrow refused, Cochran approached Superintendent Morgan with the same suggestion and was again refused on the ground that his wife was needed on the third shift.

About the end of July Cochran began to receive less work. After Mrs. Tanner, Morrow's assistant and third hand, a supervisory employee,[42] had laid Cochran off several times, she finally asked him not to be angry with her about it and told him that she had plenty of work for him to do, that he had always done his work and that there was no criticism of his work, but that he would "have to rest today."

On another occasion when Cochran was laid off during the middle of the shift, an almost unprecedented occurrence, Cochran waited upon Morrow and was told that he (Morrow) had given Tanner orders to lay him off at noon.

Sometime in July Morrow called Cochran into his office and suggested that Cochran leave respondent's employ and get another job elsewhere so that he

[41] In his testimony Morrow denied having made such request but neither Morgan nor Kitchen were called as witnesses and hence Cochran's testimony as to them stands uncontradicted in the record. The undersigned, therefore, finds that the requests were made.

[42] In his testimony Morrow was obviously reluctant to acknowledge the supervisory status of Mrs. Tanner. The respondent failed to call her as a witness.

could get more overtime work. Cochran refused to quit and Morrow refused to discharge him. At this time Morrow promised Cochran a good letter of recommendation if he would secure another position.

Cochran's check stubs indicates a falling off of the time he was employed. For the week ending July 15 he worked 49 hours, 54 hours during the week of July 20, 40 hours for the week of July 27, and 29 hours for the week ending August 3. Cochran was paid in cash thereafter, but the respondent did not see fit to indicate the number of hours worked.

About a week or 10 days before being discharged on August 12, Cochran began wearing a CIO button on his work clothes in the plant. He was the only employee to do so. The button caused considerable comment among the employees. On one occasion a number of the women employees gathered around him inquiring about the CIO. As Section Hand "Red" Rainey approached at this time, Cochran jokingly suggested that he had better get the girls back to work before he (Cochran) signed them up in the Union. Rainey appears to have accepted the matter as a joke.

On August 12, 1946, Cochran reported for work as usual at 7 a. m. On that occasion his job was to bring yarn into the department to be respooled and to remove filled bobbins from the top of the respooling machine where they were placed when the bobbins were filled.

There exists a dispute between Cochran and Morrow as to the condition of Cochran's work when the shift began. Cochran testified that his predecessor on the previous shift had allowed the work to get into poor shape, while Morrow testified that it was in good shape at the beginning of the shift. By shortly after 8 o'clock Cochran testified that he had the work in good shape and even Morrow finally agreed that about this time Cochran had removed sufficient number of spools from the top of the spooler machine so that that portion of Cochran's job was in good condition. After making this admission, Morrow shifted his ground and contended that Cochran was remiss in failing to bring sufficient yarn into the department to be respooled. However, Morrow admitted that he had not heard any spooler knocking on his machine which was the customary method of announcing a lack of material so that the undersigned believes, and credits, the testimony of Cochran that by shortly after 8 o'clock his work was in good condition.

A little after 8 a. m. Section Hand "Red" Rainey asked Cochran if he wanted something to eat. At about this time daily Rainey customarily took orders for food from the employees in the section and delivered them soon thereafter to the employees who thereupon ate the food along with a drink procured from a vending machine located next to the department. On August 12, Rainey delivered Cochran's order, whereupon Cochran bought a drink from the vending machine, completed his morning meal, went to the men's room and then returned to work. As he was returning to work, Morrow came out of his office and yelled at Cochran to get some more yarn. Cochran did so.

A few minutes thereafter, Rainey came to Cochran from Morrow's office and stated that "they (Morrow and Morgan) are right after me about you." Cochran explained that they were "after" him (Cochran), not Rainey, and had been ever since he "started wearing his CIO button in the mill." Rainey stated, "I want you to stay on your job." Cochran agreed that he had to, that he knew he had his "job up" and launched again into a long discourse about his union activities, ending up with a statement to the effect that

Rainey could tell "them" that "if they did not like the way he was running his job, they knew where to find him and could pay him off." [43]

Rainey then left Cochran, returning by a surreptitious route to Morrow's office where he apparently reported his conversation with Cochran to Morrow. A few minutes later Morrow marched from the door of his office and again shouted at Cochran and asked him what it was that Cochran had told Rainey. Cochran suggested that Rainey, who was standing nearby, could repeat the conversation and urged Rainey to do so. Rainey repeated the conversation. When asked again Cochran admitted having made the statements whereupon Morrow said, "Let's go. I don't like the way you are running the job," and thereupon discharged him with the consent of Morgan.

Morrow's testimony at the hearing indicated that he considered Cochran an "unsatisfactory" employee. He referred specifically to Cochran's "lagging right smart" on the job, failing to put sufficient oil on spindles, and being away from the job on occasions. It developed from Morrow's testimony that most of these alleged derelictions began soon after Cochran had joined the Union. Morrow also attempted to base his action first, upon Cochran's failure to remove filled spindles on the morning of August 12, and later, after admitting that this had been taken care of, upon Cochran's alleged failure to bring up sufficient yarn, which was again proved to be without basis in fact when Morrow acknowledged that he had not heard spoolers knocking on their machines for more material. Furthermore, Tanner's undenied statement to Cochran as well as Morrow's undenied promise of a good recommendation if Cochran would secure a job elsewhere disprove these contentions of inefficiency.

To a reasonable man there was nothing in Cochran's alleged remark about paying him off which would cause a discharge, unless the supervisor had an ulterior motive for desiring to rid himself of the employee. That this ulterior motive existed for the respondent in Cochran's union activity and the wearing of his CIO button in the plant is obvious. The undersigned is convinced, and therefore finds, that the respondent discharged Howard Cochran because of his membership in, and activities on behalf of, the Union.

IV. THE EFFECT OF THE UNFAIR LABOR PRACTICES UPON COMMERCE

The activities of the respondent set forth in Section III, above, occurring in connection with the operations of the respondent described in Section I, above, have a close, intimate, and substantial relation to trade, traffic, and commerce among the several States, and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce.

V. THE REMEDY

Having found that the respondent has engaged in certain unfair labor practices, the undersigned will recommend that it cease and desist therefrom and that it take certain affirmative action designed to effectuate the policies of the Act.

The undersigned has found that the respondent discharged John R. Tapley, Charles East, B. F. Braddy, Howard Cochran, Eugene Watson and Fred Jones and that the respondent has refused to reinstate Billy Jones because of their union membership and activities. The undersigned will recommend, therefore, that the respondent offer immediate and full reinstatement to said employees to their

[43] Cochran denied making the statement that "they could pay him off" which Morrow claimed he had made. Rainey to whom the remark had actually been made was not called as a witness.

former or substantially equivalent position,[44] without prejudice to their seniority or other rights or privileges, and that it make them whole for any loss of pay each of them may have suffered by reason of the discrimination against him by payment to each of them of a sum of money equal to that which he normally would have earned from the date of such discrimination to the date of the offer of reinstatement, less his net earnings during said period.[45]

As to the subscription to The Trumpet, the undersigned will recommend that the respondent cancel all its subscription to said paper for distribution to its employees and order the Publisher of said paper to discontinue distributing said paper to the respondent's employees.

The undersigned believes that the respondent's illegal conduct, including various types of violations of Section 8 (1) of the Act, constitutes a threat to the rights of employees under the Act. Because of the respondent's unlawful conduct and its underlying purposes and tendency, the undersigned is convinced that the unfair labor practices found are persuasively related to the other unfair labor practices prescribed and that the danger of their commission in the future is to be anticipated from the course of the respondent's conduct in the past. This is especially true because the discharge of employees for union membership and activity, striking as it does at their very means of livelihood, "goes to the very heart of the Act." The preventive purpose of the Act will be thwarted unless the undersigned's recommendations are coextensive with the threat. In order, therefore, to make effective the interdependent guarantees of Section 7, to prevent a reoccurrence of unfair labor practice, and thereby to minimize industrial strife which burdens and obstructs commerce and thus effectuate the policies of the Act, the undersigned will recommend that the respondent cease and desist from in any manner infringing upon the rights guaranteed in Section 7 of the Act.

Upon the basis of the above findings of fact and upon the entire record in the case, the undersigned makes the following:

Conclusions of Law

1. Textile Workers Union of America, C. I. O., is a labor organization within the meaning of Section 2 (5) of the Act.
2. By discriminating in regard to the hire and tenure of employment and the terms and conditions of employment and by refusing to reinstate John R. Tapley, Charles East, B. F. Braddy, Howard Cochran, Eugene Watson, Fred J. Jones and Billy Jones, the respondent has engaged in and is engaging in unfair labor practices within the meaning of Section 8 (3) of the Act.
3. By interfering with, restraining, and coercing its employees in the exercise of the rights guaranteed in Section 7 of the Act, the respondent has engaged in unfair labor practices within the meaning of Section 8 (1) of the Act.
4. The foregoing unfair labor practices are unfair labor practices affecting commerce within the meaning of Section 2 (6) and (7) of the Act.

[44] In accordance with the Board's consistent interpretation of the term, the expression "former or substantially equivalent position" is intended to mean "former position wherever possible, but if such position is no longer in existence, then to a substantially equivalent position." See *Matter of The Chase National Bank of the City of New York, San Juan, Puerto Rico, Branch*, 65 N. L. R. B. 827.

[45] *Matter of Crossett Lumber Co.*, 8 N. L. R. B. 440, 497–8.

RECOMMENDATIONS

Upon the basis of the foregoing findings of fact and conclusions of law, the undersigned recommends that Bibb Manufacturing Company, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Disseminating anti-union propaganda among its employees by distributing, or causing to be distributed, the publication "The Trumpet," or otherwise;

(b) Discouraging membership in Textile Workers Union of America, C. I. O., or in any other labor organization of its employees, by discharging or in any manner discriminating in regard to their hire and tenure of employment or any term or conditions of employment or by refusing to reinstate;

(c) In any other manner interfering with, restraining, or coercing its employees in the exercise of the right to self-organization, to join or assist Textile Workers Union of America, C. I. O., or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection, as guaranteed in Section 7 of the Act.

2. Take the following affirmative action which the undersigned finds will effectuate the policies of the Act:

(a) Immediately cancel all subscriptions it has heretofore entered to the paper "The Trumpet" for distribution to its employees;

(b) Offer to John R. Tapley, Charles East, B. F. Braddy, Howard Cochran, Eugene Watson, Fred J. Jones and Billy Jones immediate and full reinstatement to their former or substantially equivalent positions and make each of them whole for any loss of pay he may have suffered by the reason of the respondent's discrimination against him in the matter provided herein in the section entitled, "The remedy";

(c) Post immediately at its plants in Porterdale, Macon, Columbus, and Reynolds, Georgia, copies of the notice attached hereto marked "Appendix A." Copies of said notice, to be furnished by the Regional Director for the Tenth Region, shall, after being signed by the respondent's representative, be posted by the respondent, and maintained by it for sixty (60) consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the respondent to insure that said notices are not altered, defaced, or covered by any other material;

(d) Notify the Regional Director for the Tenth Region in writing, within ten (10) days from the date of the receipt of this Intermediate Report, what steps the respondent has taken to comply therewith.

It is further recommended that unless on or before ten (10) days from the receipt of this Intermediate Report, the respondent notifies said Regional Director in writing that it will comply with the foregoing recommendations, the National Labor Relations Board issue an order requiring the respondent to take the action aforesaid.

As provided in Section 203.46 of the Rules and Regulations of the National Labor Relations Board, Series 5, effective August 22, 1947, any party may, within twenty (20) days from the date of service of the order transferring the case to the Board, pursuant to Section 203.45 of said Rules and Regulations, file with the Board, Rochambeau Building, Washington 25, D. C., an original and six copies of a statement in writing setting forth such exceptions to the Intermediate Report or to any other part of the record or proceeding (including rulings upon all motions or objections) as he relies upon, together with the original and six copies of a brief in support thereof; and any party may, within the same period,

file an original and six copies of a brief in support of the Intermediate Report. Immediately upon the filing of such statement of exceptions and/or briefs, the party filing the same shall serve a copy thereof upon each of the other parties. Proof of service on the other parties of all papers filed with the Board shall be promptly made as required by Section 203.85. As further provided in said Section 203.46, should any party desire permission to argue orally before the Board, request therefor must be made in writing to the Board within ten (10) days from the date of service of the order transferring the case to the Board.

In the event no Statement of Exceptions is filed as provided by the aforesaid Rules and Regulations, the findings, conclusions, recommendations and recommended order herein contained shall, as provided in Section 203.48 of said Rules and Regulations, be adopted by the Board and become its findings, conclusions and order, and all objections and exceptions thereto shall be deemed waived for all purposes.

THOMAS S. WILSON,
Trial Examiner.

Dated August 29, 1947.

APPENDIX A

NOTICE TO ALL EMPLOYEES

Pursuant to the recommendations of a Trial Examiner of the National Labor Relations Board, and in order to effectuate the policies of the National Labor Relations Act, we hereby notify our employees that:

WE WILL NOT in any manner interfere with, restrain, or coerce our employees in the exercise of their right to self-organization, to form labor organizations, to join or assist TEXTILE WORKERS UNION OF AMERICA, C. I. O., or any other labor organization, to bargain collectively through representatives of their own choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

WE WILL OFFER to the employees named below immediate and full reinstatement to their former or substantially equivalent positions without prejudice to any seniority or other rights and privileges previously enjoyed, and make them whole for any loss of pay suffered as a result of the discrimination.

John R. Tapley	Eugene Watson
Charles East	Fred J. Jones
B. F. Braddy	Billy Jones
Howard Cochran	

All our employees are free to become or remain members of the above-named union or any other labor organization. We will not discriminate in regard to hire or tenure of employment or any term or condition of employment against any employee because of membership in or activity on behalf of any such labor organization.

BIBB MANUFACTURING COMPANY,
Employer

Dated_____ By_____
(Representative) (Title)

NOTE: Any of the above-named employees presently serving in the armed forces of the United States wil be offered full reinstatement upon application in accordance with the Selective Service Act after discharge from the armed forces.

This notice must remain posted for 60 days from the date hereof, and must not be altered, defaced, or covered by any other material.